App. F. IX-4

1945-46

(Elect)

File No. 255-45

Previous References.

Serial Nos. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12.

Later References.

EDS. 1754-55 of 23-12-46

Elect 104-48 (2, 4)

GENERAL AND REVENUE SECRETARIAT

Serial Nos. Eleven only.)

Part B for December 1946.

SUBJECT

Arbitration in Connection with the dispute between Sri Krishnarajendra Mills Ltd., and the Electrical Department.

NO EDS. 1564-66 Dated 10th December '46

To

The Chief Electrical Engineer
" Comptroller to Government
" Auditor, Electrical Department.

Approves the award made by the arbitrators re —

[F. No. 45]

GOVERNMENT OF MYSORE

Telegram / phone

OFFICE OF THE MINISTER FOR PUBLIC WORKS
12 NOV. 1944
No. 3673

OFFICE OF the Chief Electrical Engineer to the Government of Mysore, B'lore

No. A/755 10093-95
Encls. 4 copies of letter

Date 3rd November 1944.

To

The Secretary to Government,
Electrical Department,
Bangalore.

GOVERNMENT ELECTL & RYE

ELECTRICAL SECRETARIAT BANGALORE No. 1309

Sir,

Sub: Minimum for the period of strike by labourers at Sri Krishnarajendra Mills Ltd., Mysore. Pr 27 and P-232.

M.V.D.

I have the honour to state that the above Mills were closed for work from 3-10-1943 to 27-1-1944, due to strike by labourers. On receipt of a representation from the Mill authorities, requesting for waiving of the monthly minimum charges for the period of strike, the Commissioner of Labour, Bangalore, was addressed in this office letter No.16250-61 dated 12-2-1944 (copy enclosed) with a request to intimate if the period of strike could be treated as one admitting the concession provided for, in clause 6 of the agreement executed by the above Mills. In reply to this, the Commissioner of Labour, intimated in his letter No.A-2398-43-44 dated 18-2-44, (copy enclosed) to the effect that the lacour strike was beyond the control of the Mills and that the concession provided for in the agreement may be allowed.

But our Auditor has objected to the waiving of the monthly minimum charges on the score that a "strike or lock-out" cannot be taken as one ~~being~~ beyond the control of the consumer, as per opinion furnished by the Law Secretary to Government, in the case of previous strikes at Maharaja and Minerva Mills (please vide his letter No.P-3686/Law dated 10-2-1942 copy enclosed). So the matter was again referred to the Legal Rememberancer and Secretary to Law Department, who replied in his letter No. P-2005/3 dated 4-9-1944 stating that it is for this Department to consider the merits of each case and decide the levy during the period of such strike.

I have therefore instructed the Superintendent, P & I. Mysore, for revising the bills, on the basis of actual consumption, for the periods of strike, waiving the levy of monthly minimum charges, as desired by the Commissioner of Labour in Mysore and trust that my action is in order.

A

This is reported for the information of Government.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer

1) For perusal & orders on "A"
Minister for P.W. & E.
Cg 6/11/44

2) May be approved.
6/11/44.

3) 14/11/44.

4) 13/11/44

5) Fair copy wlc. Fair copy before issue.
Cg 15/11/44

6) Submitted with a draft letter to the G.O.

7) The minimum charges payable each month are eliminated.

✓

U.O. No. 2500

D.1309

The provision for the Chairman re: Mein Mechanics is to see that the dept which cannot allow the power elsewhere is not made to lose unnecessarily.

(1) The money ~~of the Commission~~ ~~proposed to be shown may~~ raised by the Commission should be indicated

B

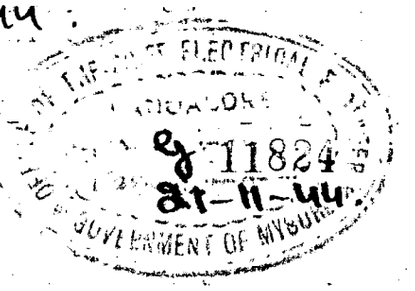
16/11

U.O. No. ED.8.45 - Encls: The connected papers 8)

(2) Fwd. for supplying the information

KW 20/11/44.

G 20/11



1939
82 P

ELECTRICAL DEPARTMENT.

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE,
BANGALORE

Date....6th..December 1944.

File No. 19 .

Mr SIS D.1309
13/44

Serial No.

G Kl Elec 7/12

Subject:- Minimum for the period of strike by labourers at Sri Krishnarajendra Mills, Ltd., Mysore - Pr.27 and P-232.

Reference:- Electrical Secretary's U.O.No.EDS.45, dated 21-11-1944.

U.O.No. 13223 Ends. the connected papers Kl 6/12/44

Returned with compliments to the Secretary to Government, Electrical Department, Bangalore.

9) The minimum charge payable for the period of the strike amounts to Rs4,828-9-0 only, and the amount to be billed on the actual consumption works out to Rs.589-1-0.

10) The provisions in the agreement protects both the Department and the consumer. While the Department should not lose for the power that cannot be allotted elsewhere unnecessarily, the consumer is also to be protected against payment of this minimum for causes beyond his control. Therefore, ~~unless~~ as the consumer is not entitled to penalise the Department for non-supply of power for a certain period due to causes beyond the control of the Department, the consumer is also not to be penalised for the period the Factory is shut down for causes beyond his control. Therefore, the recommendation made in this behalf is in order.

A'

Chief Electrical Engineer
to the Govt. of Mysore.
6/12

11) The file will now be sent to the Financial Secretary with reference to paras 6 and 7.

Kl 8/12/44

Financial Secy to take compl

12) Kl 8 12-44

Kl 8/12/44

Gs 8/12

13) Devt. Secy may be consulted as I am personally not in favour of showing such concession.

GENL. SECY W/C.

15) Gs Kl 13/12 (Secy P.W. W/C) Devt Secy W/C. 14) Fav of Concession Kl 13.12 12.12

16) This will be sent back to the Electrical Secretariat for which they may send up a copy of the agreement between the Department and the Consumer as also the files of the Law Dept referred to in the minute of the Supdg Electrical Engineer dated 15/12/44

4928/44/1
1989
S.R

17) Yes, early
16.12

Superintendent
Electrical Secty.
W/C.

18)
16/12

Mr V. D. 19) A copy of the agreement entered into with Sri Krishnarajendra Mills Ltd - is sent up - There are no files of the Law Secretariat in this office.

16/12/44

Asstt Secy
Law Dept
(Actg Complts)

16.12.44

20)
18/12/44

21) Please ask for previous files referred to in P.O. D.F

22)
3
22/12

Law. Dep. 50/44. & Law. Dep. 158/41. The previous files are put up herewith for ref: the refs issued are flagged A & B.

23) Draft sent
3
6/1.

MM
3.1.45.

Submitted- 24) The point for consideration is whether the strike in the Sri Krishnarajendra Mills during the period referred to can be construed to be one admitting

of the concession provided for in cl. 6. of the Agreement. (Fg E). which says, that ~~the minimum monthly charges shall not~~ apply in the event of stoppage of work in any dept of the mill from causes beyond the control of the consumer.

25) Reidref is invited to the opinion furnished in the connected files: In connection with the strike in the Maharaja Minerva Mills, it was held (Fg A) that the mere difficulty to perform the contract does not amount to an impossibility and that the Mills are bound to pay the monthly minimum charges even during the period of strike, as a strike or lock-out does not amount to a cause beyond the control of the consumer. Similarly it was held (Fg B) previously that it is for the dept to consider the merits of each case.

Law Dep 50/mm
Law Dep 158/61.

6 The Commr of Labour is of the view (Fg V.) that the labour strike was beyond the control of the commr and that the Mills are entitled to the concession.

26) Whether a strike is an act beyond the control of the Mill authorities is purely a question of fact: in the absence of evidence that the strike was unforseen and that it assumed such proportions all of a sudden it cannot be said that it was beyond the control of the authorities as every strike will have a thesis and an anti-thesis and probably a synthesis. Submitted for orders in the light of the views held in the connected files, whether & the concession if could be availed of by the Mills.

NMA. 8.1.45. JV. 8/1/45

27) If the authorities consider the strike to be beyond the control of the Mills, then necessarily

7 Minimum for the period of strike of the labourers at Sri Krishnarajendra Mills, Ltd. Mysore — 7

1939/Est. — to show: Legal opinion as the points have been fully thrashed out, etc. as they & also what has already been stated.

1309

28) The salary of C.E.E. may be approved in the case of the workers Esq.

Asst Secy) 4/3/45

Received 5 MAR 1945

29) Cus 3-3-45

Return to (Elect Secy)

3/3/45

Dep Secy + Fin Secy w/c.

30) KW 6/3/45

Mr. V. D. 6/3/45

5085 Est

31) I am of opinion that in view of the clear decision that a strike does not entitle the company to claim exemption from the minimum charges, the C.E.E. may be informed of this decision and advised to confirm it.

32) Even on merits, this enquiry will have a deterrent effect on mismanagement who will see that strikes are avoided as far as possible.

Fin Secy)

33) 23/3

34) CR 23/3.

35) 28/3

36) The file will now be returned to the Electrical Secretariat for necessary further action.

Asst Secy 30/3/45

A/S Electrical)

37) 29/3

38) 4.4

39) U.P KW 5/4/45 CG 5/4/45

C. F.. 69]

ontinuation Sheet.

File No. 13095/2698
Current No.

of Mysore

Page. 8

Rs 946/64 minimum for the period of strike by labourers at Sri Krishnarajendra Mills, Ltd.

1

(A)

40) The C.E.E. will be informed in terms of the opinion expressed in paras 31 and 32. The file may be submitted to the Minister for P.W.D.

6/4/45
6.4.45

41) Minister for P.W.D. (A) may be approved.
CG 6/4/45 KW 6/4/45

OFFICE OF THE MINISTER FOR PUBLIC WORKS
7 APR. 1945
No. 7545

42) 9/4/45 43) KW 9/4/45

44) Submitted with a draft letter to the C.E.E. for approval.

10/4/45
10/4/45

45) Issue
CG 10/4 46) KW 10/4/45

Issued vide No FDS 3465 D/12th April 1945

Letter No 29636 dated the 28th May 1945 from the Chief Electrical Engineer

States that the Secretary of the Mills has pleaded his inability to meet the claim, as under clause 6 of the agreement they are not required to pay.

47) The Law Secretary will be consulted in the matter.

48) For f/o opinion

29/5/45
Law Secretary with compts
CG 29/5 KW 30/5/45

9171
31 MAY 1945

3/7/45

XVD-0726—GPB—25,000—15-9-44

4928 99 lb/p mn

9 Payment of minimum charges by Sri K.R. Mills.

Continuation Sheet. File No. Current No. of 6 of 9 Page.

Subd.

49) The Chief Elect Engr was informed that Sri K.R. Mills cannot claim exemption from the minimum charges due to strike as it was not a 'cause beyond their control' It was opined formerly that a strike was not a cause beyond the control of the management. The Company claim exemption under cl (6) of the agreement (Fn K) and state their inability to pay. Fn 'A'

50) Since a difference of opinion between the parties has come up as to whether a strike is or is not one beyond the control of the Co' and whether any exemption could be claimed under cl (6), & it appears necessary we might be had to arbitration under cl (16) of the agreement. Submitted for perusal with ref to para 27-28 and 31-32 supra.

MMA 2.6.45.

51) There is no objection but to submit to dispute to arbitration under cl 16 of the agreement. (A)

Law Secy) 3 21/6/45

52) Chief Engr 22/6/45

Asst Secy Elect) 3 22/6/45

53) Mins for P.W.+I) The opinion of the Law Secy as at (A) may be approved. KM 23/6/45.

Chief Engr 6/7/45

54) I 13/7/45 KM 14/7/45

OFFICE OF THE MINISTER FOR PUBLIC WORKS 11 JULY 1945 No. 128

Payments of minimum charges by Sri K.R. Mills.

55) Submitted with a draft letter to the C.E.E. for approval. 56) Sd/- [illegible]
16/7 16/7
16/7) Issued in NO.S.D.S.Gs dated 17th July, 1945.

Letter No. 4154 dated the 1st December 1945 from the Chief Electrical Engineer.

Forwards a copy of the Mill's letter on the matter under dispute and requests orders thereon.

57) The Mills (Sri Krishnarajendra Mills have stated that the concession of billing on the actual consumption during the period of strike has been granted to the Maharaja a sister Mill in Bangalore. The C.E.E. is of the opinion that if the question is referred to Arbitration, Govt. might be put in a delicate situation, as the such a concession has been granted to the Maharaja Mills.

58) Submitted for orders.
5/12/45 Secy) 5/12

59
Law see y/e) Fav of further views, in view of the C.E.E's Remarks in the matter.
6/12/45 7/12

60) submd- Kind ref * is invited to the nos, &

LAW DEPT. 1 DEC. 1945. GOVT. OF MYSORE

K8/12(1)

of the Law Secretary at paras 24 to 29 and 49 to 52 supra.

63) KR Mills were informed that the question of waiving the minimum charges for the period of strike may be settled by Arbitration. The CEE states in 'B' that our concession — "of billing for actual consumption' and not claiming minimum charges during strike period" was shown to Nataraja mill of previously vide - KR Mills Managing Director's letter to 'C'.

64) Whether or not such a similar concession be shown in the present case, appears to be a matter within the discretionary power of the administration sanctioned (Cl. (1)) and the precedent quoted by the C.E.E. (vide fn to B) are likely to prejudice Board's interests if arbitration is resorted to. Dealt with ARM 8.12.45. vide fn to para 59 supra.

65) The Govt. have shown a concession to the Nataraja mills and the mills have been informed that it was done as a "special case" and that "this isolated will not be taken as a precedent to make a similar claim in future" and cannot be continued

Payment of minimum by Sri Krishnarajendra Mills Ltd., Mysore

Continuation Sheet. 872 File No. Current No. of Page. 12

as conceding the remedies "the contentions" put up by them on the basis of the agreement". In view of this specific statement there is no scope for the one-liner put in a delicate initiation of the matter is referred to arbitration.

for
Law Secy)
10/12

Rev. Secy:
D/C)
66) RV
12/12

C.E.R.
W(C)
67) KM 13 12 45 RV
Fav. of views
13/12

for
12/12

68) A draft letter to the C.E.R. is put up for approval.

Secy)
69) RV
19/12

19/12
19/12

70) Issue
KM 20 12 45
RV
20/12

Issued in NO. EDS. 1274 Dt 21/12/45.

Sir J)
RV
21/12

Letter No. 4164 dated the 3rd January 1946 from the Chief Electrical Engineer offers his opinion in the matter.

71) The C.E.R. is of the opinion that if the Concession is denied to Sri Krishnarajendra Mills, it would be as if an invidious distinction is made in

the case of the Mills. He therefore considers that the concession may be sanctioned to the Mills also. Submitted for orders.

VD 5/1/46. 2nd CEE further contends that it would be a very difficult case to win if put to arbitration. The Law Secy may perhaps be consulted.

Secy) 7/1

73) C.B.B's views are put up.

Law Secy wpc) Further of his remarks.

KW 8/1/46

PH

74) 25.12 8 JAN 1946 R

75) 9/1

subst. 74)

This letter of the CEE is flagged 'K'; the direction that the concession should not be shown granted as a precedent (referred to at para 65 supra and the CEE's letter flagged 'B') refers to the claim of the Mahanjil Mill and we see it does not appear to prevent the Sri K.R. Mill, (in the present case) from at least posting it as a precedent, though of course appearing it all depends upon the appreciation of evidence by the Arbitration Bd if wanted to. Subst with ref to para 73 supra.

MPH 9.1.46.

75) The question is purely an administrative one. It is entirely within the discretion of the Govt. to grant the concession or not: the S. K. Mills cannot claim the concession by reason only of the fact that a similar concession

1078

Serial No.

the Maharaja
was shown to ~~the~~ mills. They
may have other grievances to urge.

for
Law Secy) 10/1

76) Paras 51 & 52, 65 & 66 contain the opinion about the course to be adopted - there is nothing to add to it. The question for decision Govt to be one of expediency and this has to be settled by the Dept concerned.

12-1-46 Elec. KW

Pr. Secy— Lgc) Pr 11-1-46.

for 11/1

77) The file will, if approved, be submitted to the Minister for P.W. and Dewan for orders.

V. D

Secy) 78) 15/1

15/1/46. 15/1/46. 15/1/46.

79) Put up a note.

KW 16/1/46.

16/1

Hq. E)

80) In November 1946 the C.E.E. reported for the information of Govt. that he instructed the Supdt. M.P.H. to bill the above Mill for the actual consumption instead of for the minimum fixed in the agreement. Against Rs. 4828-9-0 due from the Mills a sum of Rs. 589-1-0 alone was ordered by the C.E.E. to be paid. When the question was referred to the Financial Secretary, he was not in favour of the proposal and

(K.R. Mills Ltd, Srirangapatna)

NOTE—Contn. Sheet.

Para 13 of Notes)

File No. of 194 . | General and Revenue Secretariat

Serial No.

the General Secretary also concurred in view that the strike does not entitle the Company to claim exemption from the minimum charges.

81) When the C.E.E. informed the Company of this decision, they the Hills authorities pleaded their inability to pay meet the claim, as it under clause 6 of the Agreement they were not required to pay. The Law Secretary, who was consulted in the matter, opined that the Hills ~~Co~~ Could not claim exemption from the minimum charges due to strike, as it was not a cause beyond their control and that there was no other alternative but to submit the dispute to arbitration under clause 16 of the agreement. ~ 49 to 52 ~

82) The C.E.E. who was informed of this decision, intimated that Govt would be put to a delicate situation, if the matter was referred to arbitration, as such a concession was allowed to Maharaja Mills. The Law Secretary has stated that the concession ~~was~~ was allowed to the Maharaja Mills as a special case, not to be quoted as a precedent in future and that there is therefore no fear, as ~~he~~ apprehended by the C.E.E. ~ 57 ~ (49 B)

~ 65 ~

Reprint of Minutes by Sri Krishna Pills Ltd, Hyderabad 16

No 1078

General and Revenue Secretariat | File No. | of 194 . | [App. F. III–2

Serial No.

83) When informed of the above views of the Law Secretary, the C.E.E. has stated that he is convinced that it would be a very difficult case to win, if referred to arbitration. The opinion of the Law Secretary is contained in paras 75 & 76 ante.

84) Submitted for orders.

85) DD 16/1/46. Secy) RK 16/1

86) RK 16/1/46. Min P.W.) Views of the Law Secy may be approved & C.E.E. informed accordingly.

87) KW/17/1/46 RK/18/1 20/1/46.

88) KW/21/1/46 RK/21/1

89) A draft letter to the C.E.E. is put up for approval.

90) DD 22/1/46 RK 22/11/46. Secy) RK/22/1

91) Issue KW/22/1/46

Issued in No. 895-1525 dated 23rd Jan, 1946

Letter No. 2455 dated the 5th February 1946 from the Chief Engineer, Irrigation: Forwards a copy of the letter quoted from the Accountant

OFFICE OF THE MINISTER FOR PUBLIC WORKS 18 JAN. 1946 No. 5205

NOTE—Contn. Sheet.

17

File No. 2052 Law of 194 .

General and Revenue Secretariat

Serial No.

92) Submitted for orders. Two arbitrators have now to be appointed for Govt. The date and hour of the meeting have to be settled also. The Law Secretary will be consulted in the matter.

Secy) 93)

Law Secy) 94) Favr of remarks w/c.

15/3/46.

95) As per clause 16 of the agreement the Govt has a right to appoint two arbitrators. ~~[illegible]~~ The arbitrators may fix a date & hour of meeting.

16/3

Law Secy) 96) The selected arbitrator may fix a date & hour for other Govt Secy Deputy Secy's participation

W/C 97) consult C.R.B. 15/3/46. 1873 16/3

Payment of minimum by Sri Krishnar... Mills Ltd, Mysore.

G. F. 69]

Continuation Sheet. File No. 1613 / Current No. of Page. 18

98) The question now to be settled and on which the L.R.C. solicits orders of Govt., is as to who should represent Govt as arbitrator or arbitrators (in case two are appointed). The L.R.C. wants to have the names of these representatives who will act as arbitrators on behalf of Govt. Submitted for orders

D 19/3/46. Idy 19/3/46.

99) Two arbitrators to represent in Govt may be named.

Sd/- 20/3

100) Min^r Law, Min^r P.W & Dewan — One or two arbitrators are to be nominated on behalf of Govt. These will have to fix a date & hear other details of arbitration.

KW 20/3/46.

101) 22/3

102) Min^r for P.W. & Dewan. 24/5 KW 27/3/46.

103) The L.R.C. may be asked to select two arbitrators on behalf of Govt. 1st time. KW 27/3/46.

(CH) KW 28/3/46.

Govt 5/6/46

KW 6/6/46

OFFICE OF THE MINISTER FOR LAW 25 MAY 1946 No. 7653

OFFICE OF THE MINISTER FOR PUBLIC WORKS 25 MAY 1946 8915

DEWAN'S OFFICE 28 MAY 1946 No. 7597

WD 0726—GPB—25,000—15-9-44

19. Payment of honorarium to Sri [illegible] Rao Esq.

Continuation Sheet. File No. Current No. of Page.

105) A draft letter to the C.E.E. is put up for approval.

Sd/- 15/1

5/6

107) Done.

15/1/46

Issued in Lr. No. 3021/Elec/45-5 dt. 17-6-46 to the C.E.E. asking that he may select 2 arbitrators on behalf of Govt.

Letter No. 1279 dated the 4th Aug 1946 from the Chief Electrical Engineer states that Messrs. C. Narayanaswamy Naidu and D. Mahabala Rao have been appointed as Arbitrators.

108) The parties are both retired officers of the Govt. The question of their honorarium and T.A. etc is submitted for orders.

13/7 SD

109) The proposal of the CEE to have Mr/s C. Narayanaswamy Naidu & D. Mahabala Rao as arbitrators on behalf of Govt may be approved. The question of honorarium has to be fixed.

Sd/- 13/7

A/S C.E.E. W(C.) Fair of views 13/7

vs. The honorarium to be paid.

16/7/46

Payment of emoluments by Sri Krishnarajendra Mills, Ltd. Mysore.

77 Enclosed

General and Revenue Secretariat | File No. 255-3 of 1945-6. 283/Law [App. F. III-2

Serial No.

111) The C.S.R. solicits orders as to the honorarium and T.A. that may be paid to the two arbitrators. The Law Secretary to Govt. may perhaps be consulted in the matter.

Law 17/7

Secy) 112) 18/7
Law Secy) 113) Fav. of views.
wlc.

KW 18/7 46. 18/7

(114) There are no rules in this regard. The amount of honorarium to be paid to the arbitrators is to be fixed in consultation with ~~the arbitrators~~ them. It is purely a matter of agreement. As regards T.A. to retired Govt. Officers the Fin. Branch may be consulted. The T.A. to be paid to Non Officials need depend on their status in life.

Law 19/7

Law Secy) 115) SR 23/7

Sec'y C.S.R. wlc) 116)
Fin Secy) Fav. of views.
wlc.

KW 24/7 46.

24/7

NOTE—Contn. Sheet.

117) Mr Chairayanswami said we met here - we may perhaps select someone else.

It may be desirable to have a technical man as arbitrator. (A)

The fees payable the purposes (3)
of E.E. may be called for

Re - the D.A. Payable if Mys are retired officers they will get the D.A. admissible to them when they retired

Secy. Elec. Dept Mys

B

C.R.12. 121) I agree to ~~same~~ (A). For my views
Wle. on (A) + (B) supra.

Some other technical person may be suggested.

KW 29/7/46

BS/29/7

122) A draft letter to the C.Ele. is put up for approval.

W/30/7

Ag 30.7.46.

Secy) 123) BS/30/7

124) Issue

KW/1/8/46

BS/1/8

Issued in No. EDS 328/Elect 255-45-10

Secy)

Requests to Suggest some other technical person as an arbitrator in place of Mr. C. Narayanaswami Naidu & fees payable to the arbitrators etc.

BS/5/8

BS/5/8

Payment of minimum by Sri Krishnarajendra Mills Ltd, Mysore.

22

Serial No.

77/271 Elect

Letter No. 4463 dated the 6/7th August 1946 from the Chief Electrical Engineer recommends that two persons, one proficient in Law and the other in the accounts of the Elect. Dept. be appointed as Arbitrators and that their remuneration be fixed at Rs. 500/-.

12) The C.R.E. states that he is not aware of any technical person in the State who can be recommended as Arbitrator. Submitted for orders.

13/8 13b) The fee proposed for each of the arbitrators is Rs 500/-. It is for consideration if a retired officer of the Dept of the status of not lower than the First Grade Superintendent may be appointed as one of the arbitrators.

13/8/46 13a) CEE's letter for perusal with reference to Paras 117 to 120 of note Supra.

It is not clear if the remuneration of Rs 500/- proposed is inclusive of Travelling Allowances if any. As regards a technical person proposed by the CEE for arbitration some retired officer of the dept of the State of not lower than the First Grade Supdt may be selected.

Secy) 15/8

NOTE—Contn. Sheet.

r 3 payment of minimum by Sri Krishnarajendra Mills Ltd, Mysore

File No. [illegible] of 194 [illegible]

General and Revenue Secretariat

Serial No.

W/N/t para 103 of rules supra, C.B.E. has suggested the names of Messrs B. Narayanaswamy Naidu & D. Mahabalarao, as Arbitrators

As noted by the Fin Secy, Mr. Naidu is not in the Stn and that Retired technical men may be appointed. C.B.E reports that he has no such man in view.

Perhaps, Mr. S. Srinivasa Iyer, Retd Exec. E., K.R.S. and Mr. C.R. Gowda or Mr. Munirathnam, both retired Supdts of the Elec Dept who-ever is in B'lore & available may be selected.

Reg. remuneration to be paid, C.B.E suggest Rs 500 each. Perhaps Rs 300 may be sanct.

Reg T.A. payable, Fin Secy recommends in para 120 of rules, may be approved.

Min P.W. for Secy / Fin Secy

KW 16/8/46.

KW 23/8/46.

agree.

23/8

KW 27/8/46.

27/8.

KW 28/8/46.

28/8

FINANCIAL 1464 19/8 BANGALORE

OFFICE OF THE MINISTER FOR PUBLIC WORKS 23 AUG. 1946 No. 1618

DEWAN'S OFFICE 27. AUG. 1946 1556

Payment of maintenance to Sri Krishnarajendra Mills Ltd Mysore

Serial No.

146) A draft letter to the GRs is put up for approval.

Dft put up is in order.

31/8

147) Laid before Minister

31/8

Done

KM 31/8/46

Issued in GOs GDS 558/Elect. 255-45-6 dated 2nd September 1946 To the Chief Electrical Engineer, Stating that Mr. S. Srinivasa Iyer and Mr. S. R. Gowda or Mr. Murthy Rao may be appointed as ~~the~~ arbitrators etc.

Letter No. 5051 dated the 12th September 46 from the Chief Electrical Engineer.

States that Messrs. S. Srinivasa Iyer and A. S. Muniratnam are agreed to serve as Arbitrators.

148) Further communication re the place of arbitration etc. will be awaited.

Secy)

150) 17/9

13/9 16/9

151) Yes

KM/17/9/46

17/9

17/9

NOTE—Contn. Sheet.

2/11

Elect 255-45-8.

TELEPHONE No. 2110.

REPLY REFER TO NO. 11942 ENCLO. Two

IMMEDIATE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

TELEGRAPHIC ADDRESS: "GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

OFFICE OF THE MINISTER FOR AGRICULTURE AND PUBLIC WORKS
29 OCT 1946
No. 3159

Bangalore,....28th October.....1946.
(MYSORE S. INDIA.)
29.10.46.

SECRETARY TO GOVERNMENT
Date 29/10/46
P. W., ELECTL & RYS.

GENERAL BRANCH
No. 734
Dated 29.X.1946

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

Sir,

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills,Ltd. and the Electrical Department, regarding payment of minimum charges during the period of strike.

I have the honour to enclose herewith an extract from the proceedings of the Arbitrators, who met at 3 P.M. on the 26th instant in this office, received by me, and as desired by the Arbitrator I have prepared a Memorandum to be presented and to request you to kindly obtain and communicate approval of Government for the same immediately.

The Arbitrators have asked whether any evidance is going to be adduced on the 6th November 1946 when they are meeting. As I have no further evidence than this memorandum enclosed herewith, I request you to kindly obtain and communicate approval of Government to intimate the Arbitrators that there is no further evidence to be adduced in this behalf.

As the Arbitrators require the memorandum to be presented to them on the 6th ~~nt~~ November 1946 at 3 P.M., very early orders of Government may kindly be obtained and communicated.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

MH-CSC.

(A) may be approved.
The memorandum is to be presented to the Arbitrators on 6th Nov 46, 3 P.M.

Submitted draft Hair as a letter to the C.E.E. are put up for approval.

Issued in SD. 8 DS 1126/Elect 255-45-9 dt 1-11-46

Serial No. 9

[illegible]

Hawks orders O.G.324 of [illegible]

[illegible]

(158) The Clerk is in favour of producing the Cuttis & Correspondence marked A to D with regard to C, the letter of the opinion that they at this time & minister & the Labour Commissioner it need not be produced, and [illegible] Regulations state that only the letter may be produced & not the correspondence between him & the Govt.

(157) The Law Secretary to Govt. & the Legal Remembrancer may perhaps be prepared to permit, be consulted in the matter.

Law Secy 9/11

(158) 9/11

Law Secy. w/c. for favour of remarks.

RR. 9.11.46.

Under s.123 of the Evidence Act it is [illegible]

NOTE—Contn. Sheet.

File No. of 194 . | General and Revenue Secretariat

Serial No.

(59) The arbitrators before whom the present dispute is pending are not bound strictly to follow the Indian Evidence Act, but they are expected to conform to principles which conserve justice and equity, and are thus bound to observe certain principles governing the law relating to the admission of evidence in courts where such principles are not merely technical but are fundamental. It would therefore not be inappropriate if reference is made to the principles under the Indian Evidence Act and the law of evidence obtaining elsewhere relating to the production or withholding of documents, the production of which would be detrimental to the public interest.

(60) Sections 123 and 124 of the Evidence Act have been the subject of a number of decisions. It appears sufficient for the present purpose if reference is made to a decision of the Mysore High Court, reported in ~~1935~~ XXXV Mysore High Court Reports at page 447. Narasimha Iyer, J., who delivered the judgment of the Bench has held that when once a document is shown to be an unpublished official record in the possession of a Government officer, it should be for the Head of the Department concerned to determine whether by reason of the document bearing on any affairs of State, evidence should be permitted to be given or not. The court can neither inspect a document nor enquire into its nature or content. He adds, "The question therefore whether a particular record in the possession of the Government relates to affairs of State after it has been so declared, ..

Serial No.

Government, as in this case, is not in our opinion open to controversy in court." There is no doubt a subsequent ~~discussion~~ decision reported in ~~1939~~ XXXIX, Mysore High Court Reports at page 108, which purports by way of ~~arbiter~~ obiter to state that the court is entitled to summon the document to examine how far the privilege claimed is reasonable and is justified. This is firstly the decision of a single judge, and secondly, purports to depend on a decision of the Privy Council delivered in 1931, which itself has been dissented from in a recent decision of the House of Lords delivered in 1942. It may, therefore, be taken to be the law even in respect of courts which are strictly bound by rules of evidence that it is for the officer concerned to claim privilege and the court cannot compel the production of the document even to satisfy itself that the privilege has been properly claimed. There are, however, certain principles which regulate the decision of an officer of Government in regard to this matter. They have been very well set out in a recent decision of the House of Lords in Duncan Vs. Cammell Laird & Co., Ltd., reported in 1942 I.A.E.R. at page 587. Viscount Simon, L.C., who delivered the judgment, has said as follows:

> "In this connection, I do not think it is out of place to indicate the sort of grounds which would not afford to the minister adequate justification for objecting to production. It is not a sufficient ground that the documents are 'state documents" or "official" or are marked "confidential". It would not be a good ground that, if they are produced, the consequences might involve the department or the government in Parliamentary discussion or in public criticism, or might necessitate the attendance as witnesses or otherwise of officials who have pressing duties elsewhere. Neither would it be a good ground that production might tend

NOTE—Contn. Sheet.

to dispute the right to an inspection or a discussion of certain documents merely by making use of this extraordinary power enabling the other party to claim privilege. Where, however, certain documents do not relate to or do not directly or indirectly affect a decision upon the present dispute but relates to matters completely alien thereto and would lead to disclosure or information treated as confidential by the Government, it may be proper to claim privilege. This

payment of minimum by Sri Krishnaraje... 1959/Law

30

Serial No.

question has to be answered with respect to every document having regard to the contents of that document and is a matter which only the Head of the Department concerned can determine. The Chief Electrical Engineer may perhaps be informed that he can claim privilege and he may also be perhaps informed that he should not claim privilege in respect of any document which may directly or indirectly have a bearing upon the dispute and may help in coming to a fair, just and equitable decision thereupon, unless any material contained in such a document would be detrimental to the public interest to disclose.

DSG 13.11.46

Law Secy.)

163) It is the Head of the Dept. that has to determine whether he should claim privilege regarding the production of any particular document acting on the principles mentioned above. Not all documents should be objected to as some may be private ones.

Secy. Revenue Dept.) 14/11

DSG 14/11

164) It will be seen from C.E.'s letter No. 13218/IIA that he is agreeable to produce before the Arbitrators all the documents they have asked for except ~~a copy of Lr. No. 3825 dt. 27-2-46~~ document marked "C". It is therefor, for orders in the light of the above observations of the Law Secy. as to whether C.E. may claim Privilege with regard to the production of document marked "C".

PUJ)

Min. P.W.) RL. 14.XI.46.

14/11

NOTE—Contn. Sheet.

31

File No. 2255 of 194

General and Revenue Secretariat

Serial No.

344 Encl.

The [illegible] forwarded in this office [illegible] marked "B".

[illegible]

[illegible] 10

Issued in [illegible] dated 15th Nov 1946. To the C.I.D. Showing that he may claim privilege in respect of item (3) of his letter etc. 10

The file may be returned to the branch.

23/11/46

RR. 25.XI.46

25/11

Letter No. 15039 dated the 25th [illegible] from the Chief Electrical

Payment of the minimum charges by Sri Krishnarajendra Mills, Ltd.

32

General and Revenue Secretariat | File No. Elect 253 of 1945. | [App. F. III–2

Serial No.

98/ F. [illegible]

DEW 28. NOV. 1946 NO. 3815

11. Forwards for the approval of Govt a copy of the letter received from the Arbitrators.

171) Secretary's orders dy 26/11

"Have we got a copy of the agreement entered into by the K.R. Mills with the Govt. If so, it may be put up. If not, it may be got from C.E.C."

Intd. R.R. 26/11

172) The completed copy of the agreement is in the file and flagged W.

26/11 26/11 Secy) RS 26/11

173) The arbitrators appointed for a settlement of the dispute have issued their award unanimously as follows:-

"..that it is equitable that the Mills ought to pay the Government a sum of Rs 7,253-13-0 only, and the Govt. ought to waive the balance of Rs 10,000/- out of their claim" and that "each party will bear his Costs."

Flag W

174) According to Clause 16 of the agreement, any award made by the Arbitrators is final and binding on the Parties. Under the circumstances, the award is subtd. for acceptance.

NOTE—Contn. Sheet.

176) Min. P.W. & Dewan.) RR. 27.11.46. 175) 27/11/46.

RS 27/11 RR 27/12/46 RR 29/11 RR 27/11 RR 28/11 RS 29/11

33

File No. 255 of 194 6 — General and Revenue Secretariat

Serial No.

177) A draft letter to the C.E.&C. is put up for approval.

Secy 3/12

Issue as corrected.

RL 3/12

3/12

12

Issued in NO EDL 1506-G/66 dated 255-G/6 dated 4th December 1966.

To The Chief Electrical Engineer
The Chief Controller Stores and
The Director, Govt Press Delhi

10/12

A

Letter No.16250-51, dated 12th February 1944, from the General Superintendent, C.P.S., Bangalore, to the Commissioner of Labour, Bangalore.

Stroke by labourers at Sri Krishna-rajendra Mills, Ltd., Mysore.

I have the honour to state that the above Mills are reported to have been closed for work since 3-10-43 due to strike by labourers, and the Manager of the Mills wants our power bills to be revised on the basis of actual consumption as per Clause 6 of the agreement.

I request you to kindly intimate if the strike in the above mills during the period referred to can be construed to be one admitting the concession provided for.

"C O P Y"

General Superintendent, CPS. 28/2

Cr

2

P2

Extract from the agreement between the Government of H.H. the Maharaja of Mysore and the Sri Krishnarajendra Mills Limited, Mysore, dated 12-6-1942.

---

x x x x x x

6. "DAY POWER" supplied to the Mill will be paid by monthly payments to the supplier at the rate of 0.55 of an anna per K.W.hour (B.O.T.U.) delivered at a central point in the Mill and as registered by the supplier's recording meter or meters installed for the purpose at such points subject to a minimum monthly charge based upon 50% of the rated H.P. for the hours over which the day rate supplies i.e., from 7-30 A.M. to 9 P.M. provided that the minimum monthly charge shall not apply in the event of stoppage of work in any department of the Mill from causes beyond the control of the consumer.

The minimum monthly charges will be calculated by the following formula, namely:-

Rated H.P. x 0.746 x legal working days in the month x 6½ hours x the rate per unit for day power.

NOTE. The rated H.P. of the Mill will be determined by indicating instruments during full load working of all Mill Power consuming apparatus or by a maximum demand meter of a type approved by the General Superintendent, Cauvery Power Scheme.

x x x x x x

"EXTRACT"

General Superintendent, CPS. 28/6

03 1 (C)

Letter No.A.2398/43-44, dated 18-2-1944, from the Commissioner of Labour in Mysore, Kempegowda Road, Bangalore City, to the General Superintendent, C.P.S., Bangalore.

Subject:- Strike in the Sri Krishnarajendra Mills,Ltd.,Mysore.

With reference to your letter No.16250 dated 12-2-1944, I have the honour to state that the labour strike which was beyond the control of the consumer commenced on 3-10-43 and terminated on 27-1-1944, and the concession provided for may be extended to the Mills in the circumstances stated above.

"C O P Y"

General Superintendent, CPS. 28/2

Cr

4

Letter No.P.3686/Law dated 10.2.1942 from the Secretary to the Govt.of Mysore,Law Department,Bangalore,to the General Superintendent,CPS., Bangalore.

--

Sub: Strikes - Maharaja & Minerva Mills -
Payment of minimum during the period

--

With ref.to correspondence ending with your letter No.16503 dated 21.1.1942 on the above subject,I am directed to state that the principle of the minimum charge is that the Electrical Dept. has to reserve power for the party and therefore must be reimbursed for that purpose, independently of its use or otherwise,unless subsequent events which are unforeseen render the performance to the contract impossible; but such events cannot be extended to include all causes which the -- party cannot prevent and for which he is not responsible It may be that the party is not responsible for a Strike or a Lock-out - nevertheless a Strike or a Lockout is not an unforeseen event which could not have been provided for in the contract, nor does a Strike or a Lock-out render the performance of the contract immpossible. Mere difficulty in the performance of the contract or the need to pay exorbitant prices in order to perform it, does not amount to an immpossibility.

Hence the Mill authorities are bound to pay the monthly minimum charges even for the period covered by 'a strike or a lock-out', as 'a strike or a lock-out' do not amount to 'causes beyond the control of the consumer'

'COPY'

Vbr. for Chief Elec.Engr.

Appendix F. G.—1]

SUBJECT Minimum for the period of strike by Labourers at Sri Krishnarajendra Mills Ltd, Mysore.

Diary No. of letter replied to.....

Section

File No.

Serial No.

No. EDS-3465 dt 12/4/45.

General and Revenue Secretrriat

( )

the 194 .

To

The Chief Electrical Engineer, Bangalore.

Date of issue.....

Signed by.....

List of enclosures.....

Copied by.....

Examined by.....

Sir,

With reference to your letter No. A/755-10093-95 dated the 3rd November 1944 on the above subject, I am directed to state that as already intimated by the Law Secretary to Govt in his letters A) No. P. 3686 Law Dy 10/12/42 B) No. P. 2005/L Law Dy 4/10/44, the above Mills are not entitled to claim exemption from the minimum charges. I am therefore to request that the decision already given be effected.

may binding be followed in this case as well. I am glad that even in ~~such~~ merits this ruling may have a deterrent effect on the management who will see that strikes are avoided as far as possible.

For orders if any to be given in this connection see G 1014

Delete
KW

I have etc.

KW 10.4.45.
Secretary to Govt.
Electrical Edit.

G 1014 ID 1944 dtd 10.4.45
KW 10.4.45

ELECTRICAL SECRETARIAT, 1

No. E. D.S. 3465
Encls.

Bangalore, 12th April 1945.

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

S i r,

Subject:- Minimum for the period of strike by labourers at Sri Krishnarajendra Mills, Ltd., Mysore.

With reference to your letter No.A.755-10093-95 dated the 3rd November 1944 on the above subject, I am directed to state that as already intimated by the Law Secretary to Government in his letters Nos.P.3686/Law dated 10th February 1942 and 2005/Law dated 4th October 1944, the above Mills are not entitled to claim exemption from the minimum charges. I am therefore to request that the decision already given may kindly be followed in this case as well.

I have etc.,

O/C G 11/4/45

For Secretary to Government,
Electrical Department.

No. E.D S.
Encls.

ELECTRICAL SECRETARIAT,

Dated Bangalore, ...19 .

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

C. F. No. 46]

GOVERNMENT OF MYSORE

No. 29636
Encls.

OFFICE OF the Chief Electrical Engineer to the Government of Mysore, Bangalore.

Date 28th May 1945.

To

The Secretary to Government,
Electrical Department,
BANGALORE.

REGISTERED SECRETARIAT BANGALORE. Regn. No. 2628

Sir,

Minimum for the period of strike by 29-5-45 labourers at Sri Krishnarajendra Mills,Ltd., Mysore.

Adverting to letter No.EDS.3465 dated the 12th April '45 intimating that the above Mills are not entitled to claim exemption from the minimum charges for the period of strike as decided by the Law Secretary to Government in his letter Nos. F-3686/Law, & 2005/Law, dated 10th February 1942 and 4th September 1944 respectively, I have the honour to report that the Mills were apprised of this decision of Government.

The Superintendent, Power & Lighting, Mysore, sent in a supplemental bill amounting to Rs17,253-13-0 representing the difference between the amount billed for on actual consumption and the amount that would be due if the minimum is enforced for the period of strike from 3-10-1943 to end of January 1944.

The Secretary of the Mills now writes to me in his letter No.15494 dated 19th May 1945 reiterating that under Clause 6 of the Agreement the Mills are not required to pay the monthly minimum charges for the period of strike,etc.,and regrets his inability to meet our claim and requests the same to be dropped.

I solicit instructions of Government in the matter.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

Appendix F. G.—1]

SUBJECT Minimum for the period of strike by labourers at Sri Krishnarajendra Mills Ltd, Mysore

Section

File No.

Diary No. of letter replied to

Serial No.

No. 8-DS-89 dated 17th July, 1945.

General and Revenue Secretriat

( )

the 194

To

The Chief Electrical Engineer, Bangalore.

Date of issue

Sir,

Signed by

With reference to your letter No. 29636 dated the 28th May 1945 on the above subject I am directed to state that since there is a dispute between the Consumer & the Supplier, the dispute may be referred to arbitration under Clause 16 of the agreement entered into with the above Mills.

I have etc.

List of enclosures

Copied by

Examined by

for Secretary to Govt
Electrical Dept.

16/7 16/7 1617

WD 0744-GPB—15,000—30-10-44

C. F. No. 45]

10

GOVERNMENT OF MYSORE

Telegram / phone

No. 4154
Encls. one
CONFIDENTIAL.

SECRETARY TO GOVERNMENT * P. W. & ELECTL & RYS * Date 1/12

OFFICE OF
the Chief Electrical Engineer
to the Government of Mysore, Bangalore

Date 1st December 1945

ELECTRICAL BRANCH BANGALORE Reg. No. 872 Date 4/12/45

To (for V.I)

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Sub: Minimum for the period of strike by labourers of Sri Krishnarajendra Mills, Ltd., Mysore, for the period from 3.10.43 to 27.1.1944.

H)

Adverting to correspondence ending with G.O.No.EDS.89 dated 17th July 1945 directing that the dispute in question may be referred to Arbitration under Clause 16 of the Agreement of the Mills, I have the honor to enclose herewith a copy of Confidential letter dated the 9th October 1945 received from the Managing Director and Chairman of the above Mills in connection therewith for the information of Government.

The Chairman refers in para 1 of his letter to the concession of billing for actual consumption accorded by Government in the year 1941 to a sister Mill in Bangalore under similar circumstances. This case, of course, refers to the concession allowed to the Maharaja Mills in G.O.No.EDS.3825 dated 27th February 1943 in which the Mills were permitted to pay for actual consumption for the period of strike from April to July 1941. The Mills have, however, been told that this instance should not be taken as a precedent to make a similar claim in future nor can it be construed as conceding the correctness of the construction put by the Mills on the terms of the Agreement. However, it is feared that if the dispute is referred to the Arbitrators, that Government might be put in a delicate situation as the concession granted to the Maharaja Mills, may be called for reference.

Under the circumstances, orders of Government are solicited if the Chairman of Sri Krishnarajendra Mills may still be informed that the question of waiving the minimum charges for the period of strike may be settled by Arbitration as already ordered.

I have the honor to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer 1/12

CONFIDENTIAL.

Copy of letter dated 9th October 1945 from the Managing Director and Chairman of Sri Krishnarajendra Mills Ltd., Mysore, to the Chief Electrical Engineer in Mysore, B'lore.

--

Re: Levy of rated minimum for the period of strike from 3rd October 1943 to 27th January 1944 Sri Krishnarajendra Mills Ltd., Mysore.

--

With reference to your letter No.A.755/8658 dated 29th September 1945 regarding the above matter, I thought I may invite your kind reference to some other aspects detailed below pertaining to the above subject.

As you are aware there was a strike in a sister Mill in Bangalore during the year 1941. I understand in that case that the Electrical Department had at first made power supply bills on the basis of the minimum charges noted in the agreement but that after prolonged correspondence with the Government, on the basis of representations made by the Mills, the Government were good enough to decide that the actual power consumption during the period of strike may be billed for and that the excess charged may be refunded to the Company.

I also understand that in the year 1942 when there was another strike in Bangalore City the Electrical Department charged of its own accord only for the actual power consumed by the Mills and did not claim any minimum -- charges.

It is noteworthy that in the above cases the period of strike would come within the purview of the period of our revised agreement from 19th October 1939 to 18th Octr. 1944 and that in the case of the sister Mill at Bangalore, Government, in respect of the charges to be levied for a strike that took place in 1941, passed orders sometime in 1943 after the form of the revised agreement had been -- finally settled by the Government, to the effect that the actual power consumption should be billed for and not the minimum charge.

Our own case does not again appear to be in any way different from the one cited above. Further, agreeably to Clause 8 of the agreement, I believe it is the accepted policy of the Government to treat all the consumers of the power of the same class equally and not make any invidious distinctions between them.

The General Superintendent, CPS. had in our own case clearly ordered that we may pay charges on basis of actual consumption and this was communicated to us in letter No. 14063 of 17th March 1944 from the Superintendent, Mysore Power and Lighting.

I am just bringing the above to your notice mainly with a view to pointing out the differential treatment that has been meted out to our Mill and in view of this whether you could very kindly see your way to revise your views. Otherwise, the Mills will be reluctantly compelled to urge these aspects before the Arbitrators.

Thanking you for the favour of an early reply and with regards.

--

Vbr.

Chief Elecl.Engineer. 9/12

Confidential - 12

G. R. S. App. F. G. 3

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

No. S.O.S. 1274.
Copy of rsk.
Dated 21st December 1945.

Subject:- Bonus for the period of strike by labourers of Sri Krishnarajendra Mills Ltd. Typtore for the period from 3-10-1943 to 27-1-194

To

The Chief Electrical Engineer, Bangalore

Sir,

With reference to your letter No. 4154 dated the 1st December 1945 on the above subject, I have the honour to forward herewith for your views a copy of the note dated the 12th December 1945 of the Law Secy. to Govt.

I have etc.

Secretary to Govt.
Electrical Dept.
18/12/45.

WD 0565—GPB—22,500—8-11-38

TELEPHONE No. 2110.

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

CONFIDENTIAL.

IN REPLY REFER TO
NO. 4164
ENCLO.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 3rd January 1946.
(MYSORE, S. INDIA.)

Regd. No. 1078
Date 5.1.1946.

To

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

NECESSARY TO LC : SANCTION
5-1-46
Elec
P. W., ELECTL & RY.

Subject:- Minimum for the period of strike by labourers of Sri Krishnarajendra Mills, Ltd., Mysore for the period from 3rd October 1943 to 27th January 1944.

With reference to your letter No.EDS-1274 dated the 21st ultimo, enclosing a note of the Law Secretary to Government, on the above subject, I have the honour to state that I still feel that if this concession is denied to Sri Krishnarajendra Mills, Ltd., Mysore, we would be making an invidious distinction in this behalf in as much as we have allowed the Maharaja's Mills a rebate of over Rs19,000/- under similar circumstances. As in the case of Maharaja's Mills, the payment of the minimum during the period of the strike in the Sri Krishnarajendra Mills for the period referred to above may be waived subject to the same conditions as specified in G.O.No.EDS.3825 dated 27th February 1943. I am convinced that it would be a very difficult case to win, if it is referred to arbitration, as suggested in the Note.

In the case of large consumers, who pay us quite a steady large revenue it is very necessary that equal treatment is meted out to all under similar circumstances, particularly in view of Clause 8 of the Agreement entered into. I therefore request that sanction of Government may kindly be obtained and communicated for waiving this claim subject to the same conditions as specified in the case of the Maharaja Mills in Bangalore.

I have, etc.,

Chief Electrical Engineer.

MH-CSC.

Confidential

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

No 8DS 1525 dated 23rd, Jan, 1946

Subject — Extension for the period of strike by labourers of Sri Krishnarajendra Mills, Ltd., Mysore for the period from 3/10/43 to 27/1/44.

To —

The Chief Electrical Engineer, Bangalore

Sir,

With reference to correspondence ending with your letter No. 4164 dated the 3rd January 1946 on the above subject, I am directed to state that Govt. are not in favour of your proposal, as Sri Krishnarajendra Mills cannot claim the concession by reason only of the fact that a similar concession was shown to the Maharaja Mills.

I have etc

Secretary to Govt. Elect. Dept.

WD 0565—GPB—22,500—8-11-38

Elec 255-45-1.

15

TELEPHONE No. 2110.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

IN REPLY REFER TO No. A/755 24515 ENCLO. One Copy of letter

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

Bangalore,...March 8,.....1946.
(MYSORE, S. INDIA)

M.E.D.

SECRETARY TO GOVERNMENT * P.W., ELECTL. & RYS. * Date Elec 12/3

ELECTRICAL DEPARTMENT BANGALORE Rec. No. 1613 Date 12.3.1946

To

The Secretary to Government,
Electrical Department,
BANGALORE.

S i r,

Sub: Levy of rated minimum for the period of Strike by labourers, from 3-10-43 to 27-1-44, of Messrs.Sri Krishnarajendra Mills, Ltd., - R.R.No.P.R.27.

With reference to correspondence ending with your confidential letter No. E.D.S.1525 dated 23-1-1946 on the above subject, I have the honour to state that Messrs.Sri Krishnarajendra Mills Ltd., have, in their letter No.496 dated 22-2-46 (copy enclosed for kind information) given the names of the two Arbitrators they have selected, and as per Clause 16 of the Agreement approved in G.O.No.EDS.3362 dated 3-4-1945, two more arbitrators have to be selected by this Department, and the place, date and hour are to be fixed for the conduct of the arbitration, as desired by the consumer.

I therefore request that orders of Government indicating the further action to be taken by me, and proposing the names of the two arbitrators to be selected by this Department may kindly be obtained and communicated at an early date.

I have the honour to be,
Sir,
Your most obedient servant,

11/3

Chief Electrical Engineer.

Letter No.496 dated 22nd February 1946 from the Secretary, Sri Krishnarajendra Mills Ltd., Mysore, to the Chief Electrical Engineer to the Govt. of Mysore, Bangalore.

Re: Levy of rated minimum for the period of strike at Sri Krishnarajendra Mills from 3-10-1943 to 27-1-1944.

With further reference to your letter No.8658 dated 29th September 1945 and No.689 dated 28-1-1946, we write to give below the names of the two arbitrators we have selected in terms of para 16 of the Power Supply Aggreement:

1. H.Nanjundaiya, Esq., B.A., B.L.,
   Retd. District & Sessions Judge,
   11-Visweswarapuram, Bangalore city.

2. V.S. Subba Rao, Esq.,
   Retd. Assistant Comptroller,
   2930-Gokula Road, Vanivilas Mohalla,
   M y s o r e.

We shall be obliged if you will kindly advise us well in advance the place, date and hour of arbitration for being communicated by us to our arbitrators.

Thanking you,

"COPY"

K Thimmaiah 9/3

CHIEF ELECTRICAL ENGINEER.

HSN.

9-3-46.

17

TELEPHONE No. 2110.

IN REPLY REFER TO No. A-755/3 4273 ENGLD.

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 7th June 1946.
(MYSORE, S. INDIA.)

Elec 8/6

ELECTRICAL OFFICE (MAIN)
BANGALORE
Rec. No. 2363
Date 10-6-46.

To

The Secretary to Government,
Electrical Department,
B A N G A L O R E.

Sir,

Subject:- Levy of rated minimum for the period of Strike by labourers from 3-10-1943 to 27-1-1944 of Messrs. Sri Krishnarajendra Mills,Ltd., Mysore - R.R.No. P.R. 27.

I have the honour to invite reference to correspondence ending with this office letter No. 24515-16 dated 11-3-1946, on the above subject, and request that orders of Government sought for therein, may kindly be obtained and communicated at an early date.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer. 8/6

18/

Appendix F. G.—1]

SUBJECT Payment of minerals by Sri Krishnarajendra Mills Ltd, Mysore

Section Elect

File No. 255-45.

Serial No. 2.

Diary No. of letter replied to 1613

No. G.O.S. 3021/Elct

Dy 17-6-'46

General and Revenue Secretariat

( )

the 194 .

To.

The Chief Electrical Engineer, Bangalore

*Date of issue 17-6-'46

Sir,

Signed by Mr. P. K. Raja.

With reference to your letter No. 24515 dated the 8/11th March 1946 on the above subject, I am directed to state that you may select two arbitrators on behalf of Govt. and report the fact to Govt.

I have etc.

Secretary to Govt, Electrical Dept.

*List of enclosures

Copied by

Examined by

WD 0874—GPB—25,000—20-11-45

Elec 255-45-3

19

TELEPHONE No. 2110.

REPLY REFER TO No. 1299 ENCLO. 2

2 copies of letters.

TELEGRAPHIC ADDRESS:
"GOMED"

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A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 10 July 19 46.
(MYSORE, S. INDIA.)

SECRETARY TO GOVERNMENT * P.W.D. ELECTL & RYS * Date 16-7-46

The Secretary to Government,
Electrical Department,
BANGALORE.

ELECTRICAL BRANCH OFFICE BANGALORE Rec. No. 77 Date 12-7-1946

Sir,

Payment of minimum by Sri Krishnarajendra Mills,Ltd.,Mysore, for the period of strike from 3-10-1943 to 27-1-1944.

With reference to correspondence ending with your letter No.3021 dated the 17th June 1946, desiring that two arbitrators on behalf of Government for the settlement of the above dispute may be selected and reported to Government, I have the honour to state that Messrs.C.Narayanaswamy Naidu, Retired Law Secretary to Government and D.Mahabala Rao, Retired Accounts Assistant to the Chief Electrical Engineer were requested unofficially to arbitrate on behalf of Government in this matter. They have agreed to accept the offer and have left the question of honorarium payable to them entirely at the discretion of Government.

Mr.Narayanaswamy Naidu is at present in Madras and he desires that T.A.charges for his journey from Madras to Bangalore will have to be reimbursed to him.

Copies of letters received from them are herewith enclosed for the perusal of Government and issue of necessary early orders in the matter.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

Letter dated 8th July 1946, from Mr.G.Narayanaswamy, 10 Venkatachela Chetty t., Triplicane, Madras to Mr. M.Hayath, B.E.,B.S.E.E.; Chief Electrical Engineer, Bangalore.

Your D.O.No.1336 dated 29th June 1946. I accept your offer and agree to serve as the Arbitrator. You may fix a reasonable amount as honorarium having regard to the work to be turned out. I do not wish to make any condition regarding it. You may kindly arrange for payment of T.A. in case I will have to go out.

I have come here for a change and will be returning soon. You may for the present write to me to the above address.

'copy'

GS/ Chief Electrical Engineer. 10/7

10/7

Letter dated 1st July 1946 from Mr.D.Mahabala Rao,M.A., 36,West Anjaneya Temple St.P.O.Basavanagudi, Bangalore to M.Hayath, Esq.,B.E.,B.S.E.E., Chief Electrical Enginee to the Government of Mysore, Bangalore.

I have your D.O.No.1336-7 dated 29th June 1946 and thank you much for the same. I deem it a pleasure and privilege to be of some service still to your department. Hence I heartily accept your kind offer asking me to arbitrate with regard to the disputed claim between your department and the Sri Krishnarajendra Mills Ltd.,

I leave the matter of fixing the honorarium entirely to your benign consideration as you will be the best judge of the amount of labour and time involved.

Thanking you once again,

'copy'

GS/ Chief Electrical Engineer.

10/7

Appendix F. G.—1]

SUBJECT Payment of Minimum by Sri Krishnarajendra Mills Ltd. Mysore, for the period of Strike from 8th 3-10-1943 to 27-1-1944 Dec 1943

Section Elect

File No. 255—45

Diary No. of letter replied to 77

Serial No. 4.

No. EDS. 328/Elect 255-45-10

General and Revenue Secretariat

( )

the 194 .

To.

The Chief Electrical Engineer,
Bangalore

Date of issue 2/8/1946

Signed by Mr. P. K. R.

Sir,

With reference to correspondence ending with your letter No. 1279 dated the 10th July 1946 on the above subject, I am directed to state that it is considered desirable to have a technical man as an arbitrator/assessor in place of Mr C. Narayanaswami Naidu, as he is not here. I am therefore to request that some other technical person, ~~whose name was suggested by the gentleman~~ may kindly be suggested for orders. I am also to request you to suggest the fees

List of enclosures

Copied by

Examined by

ELECTRICAL SECRETARIAT,

No. E.D.S. 328/Elect 255-45-4
Encls.

Bangalore, 2nd August 1946

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

Subject:- Payment of minimum by Sri Krishnarajendra Mills Ltd., Mysore for the period of strike from 3-10-1943 to 27-1-1944.

S i r,

With reference to correspondence ending with your letter No.1279 dated the 10th July 1946 on the above subject, I am directed to state that it is considered desirable to have a technical man as an arbitrator in place of Mr.C.Narayanaswami Naidu, as he is not here, I am therefore to request that some other technical person may kindly be suggested for orders. I am also to request you to suggest the fees payable to the arbitrators.

I have the honour to be,
S i r,
Your most obedient servant,

for Secretary to Government,
Electrical Department.

A.N.1st

No. E.D.S.
Encls.

ELECTRICAL SECRETARIAT,

Dated Bangalore, ...*19*

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

Elecl 255-45-5.

24

TELEPHONE No. 2110.

IN REPLY REFER TO No. LP 463 ENCLO.

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
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BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 6th August *19* 46.
(MYSORE, S. INDIA.)

7 8.46

SECRETARY TO GOVERNMENT * D. W., ELECTL & RYS * Date 9/Aug/46 No. 1078

271 13/8/1946

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

Sir,

Subject:- Payment of minimum by Sro Krishnarajendra Mills,Ltd., Mysore for the period of strike from 3-10-43 to 27-1-44.

With reference to your letter No.EDS-328/Elecl.255-45-10 dated the 2nd instant, on the above subject, I have the honour to state that I am not aware of any technical person in the State, who can be recommended for being appointed as an arbitrator in this case. I recommended the two persons, one a man who is proficient in Law and the other who is proficient in the accounts of the Electrical Department in line with the appointments of arbitrators as intimated by M/s. Sri Krishnarajendra Mills,Ltd. in their letter dated 22nd February 1946, a copy of which was forwarded to you with my letter No.24515-16 dated the 8/11th March 1946. I request early orders of Government in this behalf, so that the mill authorities may be intimated accordingly.

The amount under dispute is ₹17,253-13-0. I therefore recommend that each one of the arbitrators to be appointed for this purpose be paid a sum of ₹500/-.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer. 8/8.

MH-CSC.

Appendix F. G.—1]

SUBJECT Payment of minimum by Sri Krishnaraja Mills Ltd, Mysore for the period of strike from 3-10-43 to 27-1-44.

Section Elect
File No. 255-45.
Serial No. 6.

Diary No. of letter replied to 27/

No. EDS 558/Elect 255-45-6
dated 2nd September 1946.

General and Revenue Secretariat
( )
the 194

To. The Chief Electrical Engineer, Bangalore

Date of issue 2.9.1946.

Signed by Mr. K.D. Joshi

Sir,

With reference to correspondence ending with your letter No. 4463 dated the 6/7th August 1946 on the above subject, I am directed to state that Govt. are of the opinion that Mr S. Srinivasa Iyer, Retd. C.E. and Secy, K.R.S. & Elect. and Mr C.R. Gowda or Mr. Bunniratnam Retired Supdts. of the Elect. Dept. whoever is in Bangalore

List of enclosures

Copied by Ours 3/10

Examined by

may be selected for the arbitration.

2. Regarding remuneration to be paid to the above officers, I am to state that Rs. 300/- each may be paid and that T.A. at the rates admissible to them when they retired may be admitted. A final report of action taken in the matter may kindly be forwarded for information. I have etc.

KM/31 8/46.

Secretary to Govt,
Electrical Dept.

M
31/8

Elec 255-45-7. 27

TELEPHONE No. 2110
No. 8051-
ENCLO.
TELEGRAPHIC ADDRESS:
'GOMED'

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore.. 12th.. September 194 6
(MYSORE, S. INDIA.)

SECRETARY TO GOVERNMENT * P. W., ELECTL & RYS * Date 13/9

BANGALORE No. 482 13/9/46

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Payment of minimum by Sri Krishnarajendra Mills, Ltd., Mysore for the period of strike from 3-10-43 to 27-1-1944.

With reference to correspondence ending with your letter No.EDS.55 dated 2nd instant, I have the honour to report for the information of Government that Messrs. S. Srinivasa Iyer, Retired Chief Engineer and Secretary to Government, Krishnarajasagar and Electrical Department and A.C.Muniratnam, Retired Superintendent of the Electrical Department, hav agreed to serve as arbitrators for the settlement of the dispute with Messrs. Sri Krishnarajendra Mills on the above subject. The Secretary of Messrs. Sri Krishnarajendra Mills is being seperately informed of the selection of arbitrators on behalf of Government and requested to settle about the place at which and the dates on which the arbitrators have to meet for deliberation. On hearing from him, a further report to Government will be sent in the matter.

I have the honour to be,
Sir,
Your most obedient servant,

CHIEF ELECTRICAL ENGINEER. 13/9

Extracts from the Proceedings of the Arbitrators, in connection with the Sri Krishnarajendra Mills dispute, who met at 3 P.M. on 26th October 1946 in the office of the Chief Electrical Engineer in Mysore, Bangalore.

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x x x x x

The proceedings are adjourned to 6th November 1946 at 3 P.M. The Government and the Mills will also state on that date whether they wish to adduce any evidence; if they want to adduce any evidence, they may be ready with their evidences on 6-11-46.

x x x x x

Memo No. A-3-4. Bangalore, 26th October 1946.

Extract of the above is forwarded with compliments to the Chief Electrical Engineer to the Govt. of Mysore, Bangalore, for information and needful.

Sd/- A. C. Muniratnam,

Arbitrator.

"COPY"

CSC. Chief Electrical Engineer.

MEMORANDUM submitted by the Electrical Department of the Government of Mysore before the Arbitrators in - the matter of dispute between the Government of His Highness the Maharaja of Mysore Electrical Department and the Sri Krishnarajendra Mills, Ltd., Mysore, regarding the charges for supply of power during the - period of strike, which lasted from 3.10.43 to 27th January 1944.

--oOo--

Intimation was received from the Mill Authorities by the Superintendent, Mysore Power & Lighting that the workers of the Mills had staged a strike with effect from 3rd October 1943. The strike continued till 27th January 1944 and the - consumption of energy during the period, as recorded by the meter installed, indicated that no department of the Mill was working during the above period.

In November 1943, as usual, the Superintendent, Mysore Power & Lighting, preferred a claim for the power charges on the basis of the minimum specified in the agreement entered into, as per copy herewith enclosed, for the month of October 1943, even though the labourers were on strike. The amount claimed was Rs.4828.8.0. The Mill authorities wrote to the Superintendent, MPL., that the stoppage of the Mill from 3.10.43 was due to causes beyond their control and that on the basis of actual power consumed by them, the amount payable was only Rs.589.1.0. The Superintendent, MPL. referred the matter to this office and he was advised to claim from the Mills charges for current consumed on the basis of actual consumption, pending Auditor's report and decision of Government thereon. Accordingly, the Superintendent, MPL. sent in the claim for the period of the strike and the same was paid by the Mills during March 1944.

The claim put forth, as indicated in each Bill E.& O.E was subject to Audit and orders of Government thereon. Therefore the matter was referred to Government, as the Audit pointed out that this particular strike could not be considered as an event beyond the control of the consumer. Under the above circumstances, even though the department sent in a bill on the basis of actual consumption for the period of strike --

39

referred to above, it reserved the right to put in a supplemental claim, if final orders of Government were such as to demand the minimum for the period of the strike in accordance with the terms of the agreement.

In April 1945 this department wrote the Mill Authorities that Government have decided that the strike of labourers in the Sri Krishnarajendra Mills that occurred from 3.10.43 to 27.1.44 is to be considered as an event within the control of the consumer and therefore the minimum in accordance with Clause of the agreement should be claimed. The Mill authorities wrote that they could not see eye to eye with this decision and therefore requested for reconsideration of the matter. The matter was again submitted to Government. The Government ordered that if the Mill authorities do not accept the decision of Government in this behalf, as already communicated, the matter may be referred to Arbitration and accordingly the Superintendent, MPL., was directed to send in a supplemental bill amounting to Rs.17,253.13.0 towards the balance amount payable in accordance with the decision of Government referred to above and also requested the Mills that if they could not accept the decision of Government in this behalf, the matter may be referred to Arbitration.

Several letters were exchanged between the department and the Mill authorities and the matter was again placed before the Government and thereafter in accordance with the final decision of Government in January 1946, a letter was addressed to the Mill authorities requesting them to refer the matter to arbitration and intimate the names of the two arbitrators selected by them. Accordingly, the Mill authorities have selected the arbitrators and two arbitrators were also selected by Government.

Therefore I wish to urge the following points for consideration of the Arbitrators in support of the case of - Government.

Even though bill for actual consumption during the period of strike was forwarded to the Mills, as the Mills protested to pay as per claim put forth on the basis of minimum, the department reserves the right to claim the balance of amount on receipt of final orders of Government in this behalf.

The department in the first instance put in a claim for the minimum in accordance with the agreement for the month of October, even though the Mill labourers were on strike from 3.10.43 onwards. As the Mill authorities protested to pay the amount, the bill on actual consumption was sent to themfor the total period of the strike purely as an interim arrangement, pending final orders of Government with regard to the minimum charges to be billed in - accordance with the terms of the agreement. Therefore I wish to urge that merely presentation of a bill on the - basis of actual consumption and payment thereof by the Mill authorities in full does not preclude the department from putting in a supplemental claim, as per final orders of - Government in this behalf in accordance with the terms of agreement entered into by the Mills with the Government.

It is true that Clause 6 of the power supply agreement expressly exempts the levy of minimum charge in case of -- stoppage of work in any department of the Mill from causes beyond the control of the consumer. In this particular case the actual cause of lower consumption was the strike staged by the workers for a period of nearly 4 months. Obviously the intention of the Mill authorities is to state that any strike staged by the workers of a Mill is to be considered for the purpose of this agreement as a cause beyond the - control of the consumer. This cannot be accepted by this department. The word 'Strike' is not included in the respective clauses of the agreement and this indicates that it was not the intention at the time the agreement was executed that all strikes are to be considered as a matter of course

as due to causes beyond the control of the Consumer. In support of the interpretation of Government that this particular strike was not ~~x~~ beyond the control of the consumer the following extract in the award given by the Arbitrators is noted below:-

> "I am under the impression that the main difference at the time of strike was whether the increased rate of 0.2.3 per point offered by the Mills should take effect from 1.9.43 or from the 9.6.43, the date of notice of change. It is unfortunate that the parties could not compose their differences on this small matter."

It is clear from the above that the Management could have settled with the Labour Association amicably and avoided the strike during the period referred to above. Also the strike staged by the labourers was considered as legal. Therefore Government feel that if this small demand of the labourers had been agreed to by the Mill authorities, there would have been no cause for a strike and hence the strike staged by the labourers during this period has to be considered as a cause which was not beyond the control of the consumer, and in accordance with the terms of the agreement, the minimum is payable by the Mill authorities to the department.

With regard to Clause 6 of the power supply agreement, which reads as follows:-

> 'In the event of the supplier at any time during the period of this agreement deciding to supply power at a rate lower than that nowagreed to be paid by the consumer to the other consumers for use in connection with works similar to the consumer's mill, such lower rate shall be conceded to the consumer.'

It has to be stated that this particular clause refers to only to the rate per unit of energy to be claimed. As no higher rate has been claimed from the Mill authorities of the Sri Krishnarajendra Mills than the one that is being charged to other Cotton Mills in the State, no invidious distinction has been made. But the Clause referred to above does not entitle authorities of one particular Mill to demand the concessions granted to another Cotton Mill,

as each case is dealt with by Government on its own merit. Therefore any rebate allowed to any other cotton mill under special conditions of each occurrence cannot be taken as a precedent by other cotton mills in the State. Therefore the grant of rebate or billingof charges on the basis of actual consumption during certain period when certain Mills have not consumed power to the extent of the minimum payable in accordance with the agreement entered into cannot be quoted as an example and demand made for a similar concession under Clause 8 quoted above, as the clause does not deal with any other matter except rate per unit for energy consumed.

In this connection it may not be out of place to mention that labourers of almost all the mills staged a strike during the 1942 political disturbances. Government readily saw that the strike staged by labourers during this period was due to causes beyond the control of the individual mills and therefore ordered that during the period of the strike no minimum need be charged for. This concession was extended to all mills, though in some cases its application was found not necessary, as the consumption during the entire month in spite of a few days strike of the labourers was in excess of the minimum.

Therefore I urge that for all the foregoing reasons the mill authorities are bound to pay in accordance with the terms of agreement entered into by them, the supplemental claim now put forth by the department.

Chief Electrical Engineer
to the Govt. of Mysore.

GOVERNMENT OF MYSORE ELECTRICAL DEPARTMENT.

AN AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE AND THE SRI KRISHNARAJENDRA MILLS LIMITED? MYSORE.

AN AGREEMENT made the twelfth day of June One thousand nine hundred and forty two between the Government of Higs Highness The Maharaja of Mysore (hereinafter referred to as "THE SUPPLIER") of the one part and the Sri Krishnarajendra Mills Ltd., (hereinafter referred to as "THE CONSUMER") of the other part. Whereas the Supplier has agreed to supply to the Consumer and the Consumer has agreed to take from the Supplier, Electric Power for the purpose of driving the Machinery and lighting the Consumer's Mill at Mysore (hereinafter referred to as "THE MILL") for the period and upon the terms and conditions hereinafter provided, and it is hereby agreed between the parties hereto as follows:-

1. (a) THIS AGREEMENT provides for the supply of 1500 H.P. and if the Powef is available a further 500 H.P. on the same terms and conditions provided the Consumer gives 6 months' notice in writing, for driving the Consumer's Mill Machinery and for the lights and fans within the actual Mill buildings and premises but not to houses etc., outside these premises.

(b) THE PERIOD for this agreement is 5 years from 19-10-1939, the date on which the previous agreement with the Consumer expires subject to earlier termination under any of the provisions hereinafter contained, or upon either party giving two years' notice in writing of their intention to terminate this Agreement.

2. THE ELECTRIC Power supplied under this Agreement shall not be utilised by the Consumer in any manner prejudicial to the Supplier and all usuage must be according to such method or methods and in such place or places as shall have been previously approved

P.T.O.

by the Supplier's General Superintendent, Cauvery Power Scheme.

3. THE ELECTRIC Power at 2200 Volts, within plus or minus 5%, 3 phase, 25 Cycles, shall be conducted to and delivered at the Mill at a central point by and at the expense of the Supplier, who will, at like expense lay, fit up, maintain, supervise and keep in repair suitable and proper cables and other apparatus for such delivery and a duly certified meter or duly certified meters for measuring the energy supplied.

4. THE SUPPLIER will take all reasonable precautions to ensure a supply of power to the Consumer for driving the line shafts of the different departments of the Mill and the due continuity of such supply with as little variations of motor speed as is reasonably practicable; but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of, or damage to any wires or works of the Supplier during war, mutiny, riot or by reason of earthquake, hurricane or tempest or of any accident or cause not within the control of the Supplier, provided always that the Supplier will use every practicable means to make the period of interruption as short as possible.

5. THIS AGREEMENT Provides for the supply of power both day and night. The power supplied from 7-30 A.M. to 9 P.M. will be called "THE DAY POWER" and that supplied from 9 P.M. to 7-30 A.M. the next day as "THE NIGHT POWER."

6. "DAY POWER" supplied to the Mill will be paid by monthly payments to the Supplier at the rate of 0.55 of an anna per K.W. hour (B.O.T.U.) delivered at a central point in the Mill and as registered by the Supplier's recording meter or meters installed for the purpose at such points subject to a minimum monthly charge based upon 50% of the rated H.P. for the hours over which the day rate applies i.e., from 7-30 A.M. to 9 P.M. provided that the minimum monthly charge shall not apply in the event of stoppage of work in any department of the mill from causes beyond the control of the Consumer.

The

The minimum monthly charges will be calculated by the following formula, namely:-

Rated H.P. x 0.746 x legalworking days in the month x 6¾ hours x the rate per unit for day power.

Note:- The rated H.P. of the Mill will be determined by indicating instruments during full load working of all Mill power consuming apparatus or by a Maximum & Demand Meter of a type approved the General Superintendent, Cauvery Power Scheme.

7. (a) "Night Power" will be paid for at the rate of 0.35 anna per Kilowatt hour (B.O.T.U) delivered at the central point of supply in the Mill and as registered by the Suppliers' recording Meter or Meters installed for the purpose.

(b) "Night Power" may be consumed to any extent subject to the provision, namely that the Horse Power or Kilowatt demand in any 15 minutes interval of the month is not in excess of the maximum 15 minutes interval of day H.P. or Kilowatt demand of the month.

8. In the event of the supplier at any time during the period of this Agreement deciding to supply power at a rate lower than that now agreed to be paid by the consumer, to the other consumers for use in connection with works similar to the consumer's Mill such lower rate shall be conceded to the consumer.

9. (a) In the case the Consumer fails to pay any charge due for power supplied within 14 days after the bill is rendered referred to above, the supplier will have the option to cut off the supply without prejudice to the recovery of all dues from the consumer including the cost of power supplied to the rate the supply of power is cut off, with 7% interest from the date the payment became due to the date of payment, and the Consumer shall be liable to pay the monthly minimum prescribed in para 6 of this Agreement during the whole-period of such stoppage.

(b) The Consumer hereby agrees that the supplier shall at liberty to recover from him what all the Supplier is entitled to under this Agreement, not only according to the ordinary procedure available in a Court of law, but also in a manner provided in the Mysore Land Revenue Code for the realization of the arrears of Land Revenue.

10. The Supplier will from time to time furnish free of charge such expert advice and assistance as may be required by the Consumer and as may in the sole discretion of the Supplier be made available in the circumstances in connection with the electric installations in the Mill, but there shall be no obligation upon the Supplier under this clause in the event of any requirement of the Consumer entailing extra expense to Government.

11. Should the Mill cease to work for a period exceeding three consecutive months, the supplier shall, subject to the next succeeding clause, have power by notice in writing served at the office of the Consumer in Bangalore, to terminate this Agreement and, upon the service of such notice, this Agreement shall forthwith terminate accordingly and the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier.

12. Subject to the exceptions specified in Clause 4 hereof and except in the cases provided for in Clause 13 hereof, the supplier will indemnify the consumer to the extent hereinafter mentioned against loss in production shown to have arisen from stoppage or irregular or insufficient supply of current due to causes within the control of the supplier, provided that such stoppage does exceed at any one time 60 minutes duration. Such indemnity shall be reckoned as follows:- viz., "Half anna per pound of yarn and one anna per pound of cloth, the quantity in each case to be ascertained upon the basis of the return of the production of the Mill made to the consumer for the three preceding full working days which returns shall for the purpose be open to the free inspection of the Supplier.

P.T.O.

13. In the event of the Mill being so destroyed by fire, storm, earthquake or other cause beyond the control of the Consumer as to necessitate complete closing and reconstruction, the Consumer shall be entitled to terminate this Agreement and thereupon all liability of the Consumer for payment hereunder shall cease, but in the event of the Mill being only partially destroyed and the consumer being able to continue working the same either at once or within a period of six calendar months ~~kx~~ after the damage has occurred, this Agreement shall not be terminated, but the provision for minimum payment contained in clauses 6 and 9 hereof shall not apply during such time as the Mill is Bona Fide under repair and the consumer during such time shall be charged only for energy supplied according to Meter readings at the rate herein before provided.

14. The Supplier reserves the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any time if it should appear necessary to the Supplier to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery. This monthly stoppage may at the option of the Supplier be extended, on due notice to 6 hours once every six months. No indemnity shall be claimed by the consumer for such stoppages.

15. The authorised servants of the Supplier shall at all reasonabl times without notice be entitled to enter the premises to read the Meters and/or inspect the entire electric installation and any attempt on the part of the Consumer, his employees, agents or any one else purporting to act on his behalf and in his interest to prevent such entry shall render the Consumer liable to have the power supply immediately cut off and reconnection shall not be made until the cost of disconnection and reconnection has been paid by the Consumer.

16. In the event of any dispute or difference arising as to the construction, meaning or effect of this Agreement, or of any clause herein contained or as to the rights or liabilities of either of the parties hereunder, the matter in dispute or difference shall be

settled by two (or four) arbitrators one (or two) to be named by the Consumer and the other (or the other two) by the Supplier but if the arbitrators differ, then the dispute shall be settled by an Umpire to be chosen by the aforesaid arbitrators before entering upon the arbitration. In case the arbitrators fail to appoint an Umpire or are unable to agree in the appointment of an Umpire, then any party to this agreement may serve the arbitrators with a written notice to appoint or concur in appointing, an Umpire and if the appointment is not made within 7 clear days after service of the notice, the Court may on the application of the party who gave the notice, and after giving the other party an opportunity of being heard, appoint an Umpire who shall act on the reference and make an award. The award made by the two arbitrators or by the Umpire chosen by the arbitrators or appointed by Court, as the case may be shall be final and binding on the parties.

17. This contract will be deemed to have been terminated at any time on the Consumer committing breach of all or any of the terms of the said Agreement or on the Consumer going into liquidation or its assets and liabilities passing into the hands of some one else, whether voluntarily or otherwise.

18. In witness whereof the Government of His Highness the Maharaja of Mysore have executed this Agreement by their proper Representative duly authorised and have hereunto affixed the seal of the Government of His Highness the Maharaja of Mysore and the common seal of the Sri Krishnarajendra Mills, Ltd., Mysore has been also affixed and the Directors of the Mills have also executed this Agreement on behalf of the consumer the day and year first above written.

Seal of Government.

Witnesses:
1. P.R.Naidu, Statistician
   CPS.Genl.Supdt's Office.
2. K.Krishnaswamy,
   Office of the Genl.Supdt.,CPS.
   Bangalore.

Sd/- M.Hayath,
General Superintendent,
Cauvery Power Scheme.

The Common Seal of the Sri Krishnarajendra Mills Ltd., Mysore was hereunto affixed pursuant to a resolution of the Directors of the Company, passed at a Meeting of the Board held on the twentysixth day of October 1941 in the presence of:-

1. Sd/- A.Krishna Rao)
2. Sd/- D.B.Viswambhariah) Directors

Company Seal.

Witnesses:
1. A.N.Chaluvaiya,
2. M.R.Srinivasiengar

Sd/- M.S.Ramachandra Rao,
Managing Director & Chairman, Sri Krishnarajendra Mills,Ltd.,Mysore.

BEFORE THE ARBITRATORS:

Memorandum submitted by Sri Krishnarajendra Mills, Ltd., Mysore, in the matter of dispute between the Government of H.H. the Maharaja of Mysore, Electrical Department and the Mills regarding the charges for supply of power during the period of strike which lasted from 3.10.1943 to 27.1.1944:-

--

We beg to state as follows:-

The workers of the Mills staged a strike for a period of nearly four months from 3rd October 1943 to 27th January 1944 during which period the work in all the departments of the Mills had to stop.

Immediately after the commencement of the strike, the fact of the strike was advised to the Superintendent, Power and Lighting, Mysore, in Mills' letter No.15976 dated 4th October 1943 (Ext.1). The Superintendent, Mysore Power & Lighting, sent us in November 1943 his bills Nos.P.232/LIA and P127/LI dated 10th Novr. 1943 for supply of electrical energy during October 1943 calculated on the basis of the minimum charge for a sum of Rs.4828.8.0. In our letter No.17974 dated 18th November 1943 (Ext.2) giving cover to our cheque No.OD.1/67294 for Rs.589.1.0, we wrote to him stating that the minimum monthly charge did not apply in this case, as the stoppage of the Mills was beyond the control of the Mills and that on the basis of actual power consumed by us, the amount payable worked out to Rs.589.1.0. On 20th December 1943, since we did not receive any bill for consumption of electrical energy during November 1943, we wrote to the Superintendent, Mysore Power & Lighting, to send us his bill (Vide our letter No.19342/20.12.43) (Ext.3)

The Superintendent, Mysore Power & Lighting, in his letter No.14063 dated 17th March 1944 (Ext.4) sent us power bills from 3.10.43 to the end of January 1944 made out on the basis of actual consumption of power during the strike period and in the same letter he stated that these bills had been made out as per Memo No.17582-83 dated 28th Feb.1944 from the General Superintendent, Cauvery Power Scheme, Bangalore (this was the designation

by which the Chief Electrical Engineer to the Government of Mysore was then called) and asked us to arrange for payment of same. Accordingly, we sent our cheque for the sum of Rs.11,07..0.0 enclosed with our letter No.23527 dated 21.3.1944 (Ext.5) and the same was duly acknowledged by the Department in their receipts Nos.F.27-1093, F.232-1092 dated 22nd March 1944 (Ext.6).

In view of the fact that the charges for supply of power during the period of the strike were claimed on the basis of the actual consumption of power during the said period as provided for in Clause 6 of the power agreement dated 12.6.1942 and that the amount so claimed was duly paid in full satisfaction of such claim, we beg to state that the Company's liability in that behalf was fully and finally determined and discharged. Accordingly, we beg to urge that there could be no further claim or dispute in this matter.

However in April 1945, after a lapse of over one year, the Chief Electrical Engineer wrote to us in his letter No.A.753/25996 dated 18/19th April 1945 (Ext.7) stating that the monthly minimum charges for the period of strike from 3.10.43 to 27.1.44 could not be waived and that he had instructed the Superintendent, Mysore Power & Lighting, to forward us a revised bill based on the monthly minimum leviable and that this was being done as per copy of letter No.EDS.34-65 dated 12th April 1945 from the Secretary to Government, Electrical Department addressed to the Chief Electrical Engineer to the Government of Mysore (Ext.7a).

In terms of the above, the Superintendent, Mysore Power & Lighting has sent us a bill with his letter No.R.969/24.4.45/1.5.45 (Ext.8) for a total sum of Rs.17,253.13.0 towards the balance sum claimed as payable in respect of power charges for the period Octr. 1943 to January 1944. In our letter No.15494 dated 19th May 1945 (Ext.9) we wrote to the Chief Electrical Engineer, Bangalore, giving reasons as to why we could not see eye to eye with this decision and regretting our inability to meet their claim and requesting his to drop the matter. To this, the Chief Electrical Engineer in his letter No.2586.A/755 dated 25/31st July 1945 (Ext.10) advised us that in terms of letter No.EDS.89 dated 17th July 1945 received from the Government, he wished the matter may be referred to arbitration

under Clause 16 of the Power Supply agreement and requested us to intimate him our acceptance of the settlement of the question by arbitration and also asked us to propose the names of two arbitrators to be nominated by us.

The Chief Electrical Engineer again reminded us of this in his letter No.8668 dated 29th September/1st October 1945 (Ext. 11). In reply to this, we addressed a confidential D.O.letter to the Chief Electrical Engineer on 9th October 1945 (Ex.12) inviting his reference to some special aspects of this case and requesting him to see his way to revise his views. In reply, we received a D.O.letter No.689 dated 28/29th January 1946 (Ext.13) from the Chief Electrical Engineer stating that Government were not in favour of considering the request of the Mills and that we may arrange for an early settlement of the bill. We advised him on 22nd Feb.1946 (Ext.14) the names of the two arbitrators selected by us in terms of para 16 of the Power Supply Agreement.

A copy of agreement that governed the supply of power to the Company durin the period of strike is enclosed herewith (Ext. 15).

Further we beg to submit the following points for favour of your consideration in support of our case:-

1) The Superintendent, Mysore Power & Lighting, at first claimed the power charges on the basis of the minimum charge under clause 6 of the agreement but on a representation from us to the effect that the Mills was closed owing to the strike staged by the workers, which was a circumstance beyond the control of the consumer, the whole matter was referred by him to the General Superintendent, Cauvery Power Scheme (as the Chief Electrical Engineer was then known). Thereupon the General Superintendent having instructed the Superintendent, Mysore Power & Lighting, Mysore to charge us only on basis of actual power consumed during the strike period, the Superintendent, Mysore Power & Lighting, sent us bills in March 1944 on basis of actual power consumption during the said strike period. The bills in question were accordingly fully paid and finally settled by us in March 1944. It is accordingly seen that the suppliers, by their own conduct, have shown that the amount payable by us towards power supplied during the period of

the

the strike was for actual consumption and not the monthly minimum. The full amount as claimed by the Government for actual consumption having been paid by us, the Government cannot reopen the matter and now claim any further amount for the said period.

2) Clause 6 of the Power Supply Agreement expressly exempts the levy of minimum charge in cases of stoppage of work in any department from causes beyond the control of the consumer. In this case the actual cause of lower consumption was the strike staged by the workers for a period of nearly four months, and, as already stated in para 2 of this memorandum, the Government of Mysore (Electrical Department) have also as a matter of fact, applied to our case the proviso contained in Clause 6 of the agreement dated 12.6.1942, and collected the charges in accordance with the said proviso in full satisfaction of our liability.

Further, we beg to invite your kind reference to the following passage which occurs in the Award given by the arbitrators when the dispute between the workers and the Company was referred by the Government to Arbitration:-

"In conclusion we are constrained to remark that the attitude taken by the Labour Association in not availing themselves of the channels open to them either through the Labour Act or the Industrial Disputes Settlement and Arbitration Rules in getting their grievances redressed early is not at all reasonable. From the evidence before us we notice that at a certain stage they were defiant and refused to have recourse to any Court, and the result has been huge loss to the Mills and severe suffering on the part of the labourers, many of whom we understand have left the Mills and joined other concerns eake out their livelihood. We express the hope that such attitude will not be adopted in future. We also express the hope that the relations between the Mills and the labour will be cordial, each party realising that it is interested in the other".

It is fairly clear from this that the Management were really very anxious at each stage for an amicable settlement and the strike as well as its prolongation were due to causes beyond their control.

3) The strike that was started by the labourers was contrary to the provisions of law and we brought this t. the notice of

the Government. We did all that was in our power to have the dispute referred to Arbitration and for the strike being called off early. We also made strenuous attempts for the early constitution of the Arbitration Tribunal by the Government with a view to end the strike and setlle the dispute started by the labourers.

4) Clause 8 of the Power Supply Agreement reads as under:-

> "In the event of the supplier at any time during the period of this Agreement deciding to supply power at a rate lower than that now agreed to be paid by the consumer, to the other consumers for use in connection with works similar to the consumers' Mill such lower rate shall be conceded to the consumer".

All the power supply agreements which were in force from time to time from the very beginning contain similar clauses. By this, it should be taken that the Government have fairly established their avowed policy that in such matters as are in question at present a uniform treatment should be given to every textile mill in the State. It is therefore obligatory on the part of the Government to extend us also any concession in rates that might be given by them to other textile mills in the State. By this Clause, the department is precluded from making any invidious distictions between textile mill and textile mill in the matter of charging either the minimum monthly charges or any reduced rate of concession.

We have ascertained by confidential enquiries that in the case of Messrs.Minerva Mills, Ltd., when there was a long strike in the year 1941, the Electrical Department at first made power supply bills on the basis of minimum charges. However after prolonged correspondence with the Government lasting for nearly two years, on the basis of representations made by that Mill the suppliers were good enough to accede to the representation of the Mills and charge only for the actual power consumed during the period of the strike. The Government actually refunded to the Company the excess charge made and collected from that Company.

Further in the year 1942 when there was another strike in Bangalore, the Electrical Department of its own accord charged only for the actual power consumed by the Minerva Mills, Ltd. and did not claim the minimum charges. It may be observed that power supply agreement between the Government and the Minerva Mills in force during the year 1941 and 1942 contained similar provisions

to those of the power supply agreement between us and the Government in force during the years 1943 and 1944.

For all the foregoing reasons, we beg to state that we are not in any manner liable to pay any further sum towards the charges for power supply during the said period of the strike.

For Sri Krishnarajendra Mills Ltd.

Sd/- B.S.Visveswaraiya

Secretary.

'Copy'

Vbr.

Elect 255-45-[redacted] 46

TELEPHONE No. 2110

No.....

ENCLO.

TELEGRAPHIC ADDRESS:
'GOMED'

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore,.....*194* .
(MYSORE, S. INDIA.)

SECRETARY TO GOVERNMENT * P.W., ELECTL & RYS. Date 30/10

RR 31.X.46.

GENERAL DEPT. No. 757 Dt. 31.X.1946

Letter No.A.1-2 dated the 26th October 1946 from Mr. A.C.Muniratnam, Arbitrator, Office of the Chief Electrical Engineer to the Government of Mysore, Bangalore, to Rajadharmaprasakta -- A.R.Nagesvara Iyer, Esq., B.A., B.L., Retired Judge, High Court, Ranga Rao Road, Shankarapuram, Bangalore City.

In connection with the dispute of claiming of arrears from the Sri Krishnarajendra Mills, Ltd., Mysore, for supply of electrical power by the Government of Mysore, four Arbitrators have been appointed, two from the Mills and the other two from Government.

On behalf of the Arbitrators I request you to kindly let me know, if you can kindly act as an Umpire, and if so, the fees you would like to have for acting as an Umpire may kindly be intimated to me.

The arbitrators will meet at 3 p.m. on the 6th November 1946 in the Office of the Chief Electrical Engineer in Mysore, Bangalore, and I request you to kindly let me know if it will be convenient for you to attend the Arbitration proceedings.

Thanking you for an early reply,

Copy forwarded, with compliments,
to the Chief Electrical Engineer
in Mysore, Bangalore, for information.

VD

Memo No. 12234 Dated, Bangalore, 29th October 1946.
30/10

Copy, with compliments, to the Secretary to Government, Electrical Department, Bangalore, for information.

MH:KS.

CHIEF ELECTRICAL ENGINEER.

The main file was submitted to the Minister for P.W. for approval. On its receipt orders will be issued

30/10

Immediate

ELECTRICAL SECRETARIAT, 47

No. E.D.S. 1126/ Ebd 255-45-8

Encls.

Bangalore, 1st November 1946

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills Ltd., and the Electrical Department, regarding payment of minimum charges during the period of strike.

S i r,

With reference to your letter No.11942 dated the 28th/29th October 1946 on the above subject, I am directed to convey the approval of Government to your ~~placing~~ presenting the Memorandum prepared by you to the Arbitrators and ~~to~~ intimate the Arbitrators that there is no further evidence to be adduced in this behalf.

I have the honour to be,
S i r,
Your most obedient servant,

O/C. R.R. 1.11.46.

Secretary to Government,
Electrical Department.

A.N.1st

Elect 255-45-9 ... 48

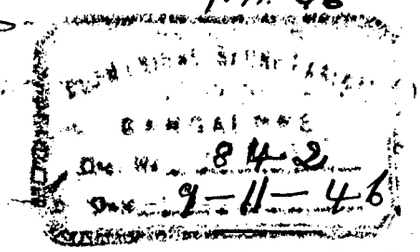
TELEPHONE No. 2110
NO. 13218
ENCLO. 5
TELEGRAPHIC ADDRESS:
GOMED

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore, 8th November 194 6
(MYSORE, S. INDIA.)

Immediate

9.11.46



RR. 9.11.46.
9/11

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

Sir,

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills,Ltd. and the Electrical Department.

I have the honour to state that the Arbitrators appointed in this behalf have requested for the production of the following records at the request of the representative of the Sri Krishnarajendra Mills,Ltd., Mysore:-

(1) The award dated 4-2-1944 and the exhibits and documents filed before the Arbitration Tribunal constituted by the Government of Mysore under the Industrial Disputes and Settlement Rules 1941 in Govt. Notification No.G.361-L.W.159-G.M. dated 18th December 1943.

(2) Letters Nos. P.3686/Law dated 10-2-1942 and No.2005/Law dated 4th September 1944 from the Law Secretary to Government referred to in enclosure to letter No.A/755/25996 dated 18/19-4-45 from the Chief Electrical Engineer to the Mills.

(3) Letter No.17582-83 dated 28-2-44 from the Chief Electrical Engineer to the Superintendent, Mysore Power and Lighting, referred to in letter No.14063 dated 17-3-44 addressed by the Supdt., Mysore Power and Light to the Mills.

(4) All letters, correspondence and final orders passed in connection with the grant of refund of power charges on basis of actual consumption of power to Minerva Mills,Ltd. in connection with the long strike in Minerva Mills,Ltd., in the year 1941.

(5) Letter No.29636 dated 28-5-45 to the Secretary to Govt. from the Chief Electrical Engineer, referred to in enclosure to letter No.2586 of 25/31-7-1945 from the Chief Electrical Engineer to the Mills.

Item (1) is not available in this department and therefore the Arbitrators are obtaining the same directly.

Item (2). The two letters referred to are the letters of the Law Secretary, copies of which are herewith enclosed and marked A and B.

Item (3) marked C is merely a copy of the letter of the Labour Commissioner received in this office and forwarded to the Superintendent, Mysore Power and Lighting, a copy of which is also herewith enclosed.

P.T.O.

Item (4). All correspondance leading to EDS-No.3825 dated 27-2-1945, marked D, (copy enclosed) is required to be produced.

Item (5) This is a letter addressed by me (marked E), a copy of which is also enclosed for ready reference, in respect of the protest of the Mills to pay the amount involved.

I am of the opinion that copies of letters A and B be placed before the Arbitrators.

With regard to letter C (item 3), I feel this is purely an opinion of the Labour Commissioner obtained for the infromation of the Electrical Department and should not be placed before the Arbitrators. Hence I request approval of Government to refuse the production of this reference.

Letter marked D may be produced and the correspondance leading thereto is a correspondance between the Chief Electrical Engineer and the Government and it is felt that there is no need to produce the same.

Letter marked E is a letter merely forwarding the Mills letter dated 19th May 1945 protesting to pay the amount to Government and therefore it may be produced.

As the Arbitrators desire these records to be placed before them on the 15th instant, early orders of Government on the above may kindly be obtained and communicated.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

MH-CSC.

A

50

Copy of letter No.P.3686/Law. dated 10th February 1942 from the Secretary to the Government of Mysore, Law Department, Bangalore, to the General Superintendent, Cauvery Power Scheme, Bangalore.

Subject:- Strikes - Maharaja and Minerva Mills
Payment of minimum during the period

With reference to correspondence ending with your letter No. 16503 dated 21st January 1942 on the above subject, I am directed to state that the principle of the minimum charge is that the Electrical Department has to reserve power for the party and therefore must be reimbursed for that purpose, independently of its use or otherwise, unless subsequent events which are unforeseen render the performance of the contract impossible; but such events cannot be extended to include all causes which the party cannot prevent and for which he is not responsible. It may be that the party is not responsible for a strike of a lock out - nevertheless a strike or a lock out is not an unforeseen event, which could not have been provided for in the contract, nor does a strike or a lock-out render the performance of the contract impossible. Mere difficulty in the performance of the Contract or the need to pay exorbitant prices in order to perform it, does not amount to an impossibility.

Hence the Mill authorities are bound to pay the monthly minimum charges even for the period covered by "a strike or a lock-out", as "a strike or a lock-out" do not amount to "causes beyond the control of the consumer".

---:oOo:---

NLR/- 7-11-46.

K Hiranmayya

Chief Electrical Engineer
to the Govt. of Mysore.

B

51

Copy of letter No.P.2005 dated 4th September 1944 from The Secretary to Government, Law Department, to the Chief Electrical Engineer in Mysore, Bangalore.

Subject:- R.R.No.Pr.27 and P.232 - Strike - Sri Krishnarajendra Mills, Mysore.

With reference to your letter No.27832 dated 29th June 1944 on the above subject, I am directed to stated that it is for the department to consider the merits of each case and decide as to what charges are to be collected during periods of strike for power supplied to Mills.

In this connection, reference is invited to Government letters No.P.3686 dated 10th February 1942 and P.3690 dated 27th November 1942 issued in connection with the question of payment of minimum charges during periods of strike in the Maharaja and Minerva Mills and the Mysore Paper Mills, and to state that in these days a strike is not an unforeseen event and certainly not one which amounts to an " Act of God".

The file of papers received from you is herewith returned.

DR.

K Kodandarama —

Chief Electrical Engineer to the Govt. of Mysore.

52 C

Copy of letter No.A-2398/43-44 dated 18-2-44 from the Commissioner of Labour in Mysore, Bangalore, to the General Superintendent, CPS.Bangalore.

Subject:- Strike in the Sri Krishnarajendra Mills Ltd., M y s o r e.

With reference to your letter No.16250 dated 12-2-1944, I have the honour to state that the labour strike which was beyond the control of the Consumer, commenced on 3-10-43 and terminated on 27-1-1944, and the concession provided for may be extended to the Mills in the circumstances stated above.

---:oOo:---

NLR/- 7-11-46.

Memo No. 17582-83
28-2-44.

To A.E.D.
M.P.L.

K. Venkatachariar
Chief Electrical Engineer
to the Govt. of Mysore.

Copy of letter No.4-2358/43-ea dated 18-2-44 from the Commissioner of Labour in Mysore, Bangalore, to the General Superintendent, C&S.Ben.Store.

Subject:- Strike in the Sri Krishnarajendra Mills Ltd.,

S i r,

With reference to your letter No.16230 dated 12-2-1944, I have the honour to state that the labour strike which was beyond the control of the Consumer, commenced on 3-10-43 and terminated on 27-1-1944, and the concession provided for may be extended to the Mills in the circumstances stated above.

---:000:---

MRV- 7-11-46.

D

53

Copy of letter No.EDS.3825 dated the 27th February 1945 from the Secretary to the Government of Mysore, Electrical Department, Bangalore, to Messrs.the Mysore Spinning and Manufacturing Co., Ltd., Temple Bar Buildings, 70, Forbes Street, Fort, Bombay, with copy to the General Superintendent, C.P.S., Bangalore.

Subject:- Refund of minimum charges paid by Messrs.the Mysore Spinning and Manufacturing Co., Ltd., and the Minerva Mills, Ltd., in connection with power bills for the strike period 1941.

I am directed to acknowledge your letter dated the 22nd instant addressed to the Dewan on the subject of refund of payments made on account of electric charges of the Mysore Spinning and Manufacturing Co., Ltd., and the Minerva Mills, Ltd., for the period of the strike from April to July 1941. I am to inform you that Government on further consideration of the matter have, as a special case, directed the Electrical Department to charge for power consumed in the above two mills for the strike period from April to July 1941 on actual consumption, instead of the minimum charges paid during the period.

I am to state that this instance will not be taken as a precedent to make a similar claim in future and cannot be ~~xxxxxx~~ construed as conceding the correctness of the construction put by you on the terms of the agreement.

---:oOo:---

NLR/- 7-11-46.

K Venkatachariyar

Chief Electrical Engineer
to the Govt. of Mysore.

Copy of letter No.EDS.3825 dated the 27th January 1948 from the Secretary to the Government of Mysore, Electrical Department, Bangalore, to Messrs. the Mysore Spinning and Manufacturing Co., Ltd., Temple Bar Building, 73, Orbea Street, Fort, Bombay, with copy to the General Superintendent, C.P.S., Bangalore.

Subject:- Refund of minimum charges paid by Messrs. the Mysore Spinning and Manufacturing Co., Ltd., and the Minerva Mills, Ltd., in connection with power bills for the strike period 1941.

I am directed to acknowledge your letter dated the 22nd instant addressed to the Dewan on the subject of refund of payments made on account of electric charges of the Mysore Spinning and Manufacturing Co., Ltd., and the Minerva Mills, Ltd., for the period of the strike from April to July 1941. I am to inform you that Government on further consideration of the matter have, as a special case, directed the Electrical Department to charge for power consumed in the above two mills for the strike period from April to July 1941 on actual consumption, instead of the minimum charges paid during the period.

I am to state that this instance will not be taken as a precedent to make a similar claim in future and cannot be construed as conceding the correctness of the construction put by you on the terms of the agreement.

---:oOo:---

MR/- 7-11-46.

E

54

Copy of letter No.29686 dated 28th May 1945 from the Chief Electrical Engineer to the Government of Mysore, Bangalore, to the Secretary to the Government of Mysore, Electrical Department, Bangalore.

Minimum for the period of strike by labourers at Sri Krishnarajendra Mills, Ltd., M y s o r e.

Adverting to letter No.EDS.3465 dated the 12th April 1945 intimating that the above Mills are not entitled to claim exemption from the minimum charges for the period of strike as decided by the Law Secretary to Government in his letter Nos.P-3686/Law and 2005/Law, dated 10th February 1942 and 4th September 1944 respectively, I have the honour to report that the Mills were - apprised of this decision of Government.

The Superintendent, Power and Lighting, Mysore, sent in a supplemental bill amounting to Rs.17,253-13-0 representing the difference between the amount billed for on actual consumption and the amount that would be due if the minimum is enforced for the period of strike from 3rd October 1943 to end of January 44.

The Secretary of the Mills now writes to me in his letter No.15494 dated 19th May 1945 reiterating that under Clause 6 of the Agreement the Mills are not required to pay the monthly minimum charges for the period of strike, etc., and regrets his inability to meet our claim and requests the same to be dropped.

I solicit instructions of Government in the matter.

---:oOo:---

NLR/-7-11-46.

K Narasimhaiyangar

Chief Electrical Engineer to the Govt. of Mysore.

Copy of letter No.29636 dated 28th May 1945 from the Chief Electrical Engineer to the Government of Mysore, Bangalore, to the Secretary to the Government of Mysore, Electrical Department, Bangalore.

Minimum for the period of strike by labourers at Sri Krishnarajendra Mills, Ltd., M y s o r e.

Adverting to letter No.EDS.3465 dated the 12th April 1945 intimating that the above Mills are not entitled to claim exemption from the minimum charges for the period of strike as decided by the Law Secretary to Government in his letter Nos.P-3686\Law and 2005\Law, dated 10th February 1942 and 4th September 1944 respectively, I have the honour to report that the Mills were - apprised of this decision of Government

The Superintendent, Power and Lighting, Mysore, sent in a supplemental bill amounting to Rs.17,253-13-0 representing the difference between the amount billed for on actual consumption and the amount that would be due if the minimum is enforced for the period of strike from 3rd October 1943 to end of January 44.

The Secretary of the Mills now writes to me in his letter No.15494 dated 14th May 1945 reiterating that under Clause 6 of the Agreement the Mills are not required to pay the monthly minimum charges for the period of strike, etc., and regrets his inability to meet our claim and requests the same to be dropped.

I solicit instructions of Government in the matter.

---:oOo:---

IE\-7-11-45.

Immediate

5-5-

Appendix F. G.—1]

SUBJECT Arbitration in connection with the dispute between Sri Krishnarajendra Mills Ltd. & the Elect. Dept.

Section Elect.

File No. 25-5-45.

Serial No. 10.

Diary No. of letter replied to 842

No. EDS 1305 dated 16th Nov 1946.

General and Revenue Secretariat

(·)

the 194

To.

The Chief Electrical Engineer,
Bangalore

Date of issue 15.11.1946.

Signed by Mr R. Ramakrishna

Sir,

With reference to correspondence ending with your letter No. 13218 dated the 8/9th November 1946 on the above subject, I am directed to state that you may claim privilege in respect of (item no. 3 of your letter) letter marked "b" and that copies of letters & the other letters as recommended by you may be produced before the Arbitrators. I have etc

R.R.
15.11.46

Secretary to Govt,
Electrical Dept.

List of enclosures

Copied by

Examined by

WD 02745—GPB—25,000—24-6-46

Tm 15/11

15/11

56

Telegrams:—"GOMED"

Telephone No. {Office: 2416 / Residence: 2014

MR. M. HAYATH, B.E., (MECH.), B.S.E-E.
Chief Electrical Engineer.

OFFICE OF THE CHIEF ELECTRICAL ENGINEER TO THE GOVT. OF MYSORE.
BANGALORE (S. INDIA) 15th Nov: 1946

D. O. No. S-28-9

16

ELECTRICAL DEPARTMENT GOVT OF MYSORE
No. 916
18-11-1946

Dear Sir,

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills,Ltd. and the Electrical Department.

I wish to confirm having received instructions from you yesterday personally that I may ask for extension of one week's time for the production of records called for by the Arbitrators. Accordingly I have requested them to grant me time for one week from this day.

Yours sincerely,

Sd/- M. Hayath.

L. Siddappa, Esq., B.A., LL.B.,
Minister for Agriculture &
Public Works in Mysore,
BANGALORE.

MH-CSC. Copy forwarded with compliments to R.Ramakrishna, Esq., M.Sc., EE., MAIEE, Secretary to the Govt. of Mysore, Electrical Department, Bangalore, for information. This has reference to EDS.No. 1305 dated the 15th instant. Further orders in this behalf may kindly be obtained and communicated.

Chief Electrical Engineer. 15/11

16-XI-46

16/11

5-7

Telegrams:—"GOMED"

MR. M. HAYATH, B.E., (MECH.), B.S.E-E.
Chief Electrical Engineer.

Telephone No. {Office: 2416
Residence: 2014

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.

D. O. No. 5-28

BANGALORE 15th Nov: 1946
(S. INDIA)
16

Dear Sir,

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills,Ltd. and the Electrical Department.

I wish to confirm having received instructions from you yesterday personally that I may ask for extension of one week's time for the production of records called for by the Arbitrators. Accordingly I have requested them to grant me time for one week from this day.

Yours sincerely,

M. Hayath
15/XI

L. Siddappa,Esq., B.A., LL.B.,
Minister for Agriculture &
Public Works in Mysore,
BANGALORE.

MH-CSC.

Elecl 255-45-11.

58

TELEPHONE No. 2110.

IN REPLY REFER TO NO. 15039 ENCLO. 2

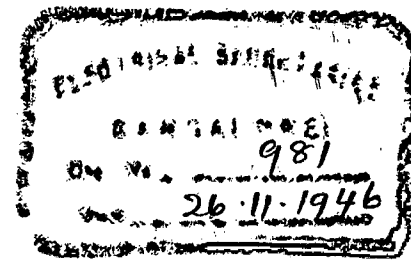
TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 25th November 1946.
(MYSORE, S. INDIA.)



The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

1 VD

Sir,

Arbitration in connection with the dispute between Sri Krishnarajendra Mills,Ltd. and the Electrical Department.

--

With reference to correspondance ending with your letter No.EDS.1305/Elecl. 255-45-10 dated the 15th November 1946, I have the honour to enclose herewith a copy of the letter received from the Arbitrators enclosing a copy of the award, and to request approval of Government to accept the same in accordance with Clause 16 of the Agreement.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

MH-CSC.

RK 25/11

Have we got a copy of the agreement entered into by the K.R. mills with the E. D? If so, it may be put up. If not, it may be got from CEE. RL. 26/11 RK 26/11

Copy of letter No.A/13-14 dated the 25th November 1946, from Mr.A.C.Muniratnam, Arbitrator, to the Chief Electrical Engineer in Mysore, Bangalore.

Arbitration in connection with the dispute between Sri Krishnarajendra Mills,Ltd. and the Electrical Department.

With reference to your D.O.letter No.254 dated the 5th September 1946, I wish to inform you that the Arbitrators - myself and Mr.S.Srinivasa Aiyer on behalf of the Government and Mr.H.Nanjundia and Mr.V.S. Subba Rao on behalf of the Sri Krishnarajendra Mills, met on the following dates:-

26-10-46, 6-11-46, 7-11-46, 22-11-46, 23-11-46 and 24-11-46.

They went through all the correspondence placed before them, both by the department and the Millsmin connection with the srike very carefully and have come to a unanimous conclusion and given an award, as per statement herewith sent for your information.

I am sending a copy of the award to the Secretary, Sri Krishnarajendra Mills,Ltd., Mysore, for the information of the Mills.

Copy

CSC-

/Chief Electrical Engineer.

Arbitration in connection with the dispute between Sri Krishnarajendra Mills Limited and the Government of Mysore Electrical Department.

AWARD

This dispute arises out of a claim by the Government of His Highness the Maharaja of Mysore on the Sri Krishnarajendra Mills Ltd. for a sum of Rs.17,253.13.0. There was an agreement between the Government and the Mills regarding supply of Electric energy. As per Clause 6 of the agreement a monthly minimum charge was stipulated making a provision that the monthly minimum charge shall not apply in the event of stoppage of work in any department of the Mills from causes beyond the control of the Consumer.

2. There was a strike in the Mills from 3.10.1943 to 27.1.1944. There was stoppage of work during the period and the electric power consumption by the Mills was less than the monthly minimum. In November 1943 the Electric Department made out a bill on the monthly minimum basis but the Mills represented that they had to pay only on the actual consumption basis as there was a strike. Afterwards the Department made out bills on the actual consumption basis for the period of the strike and these bills were paid by the Mills. Later on the Government demanded the Mills to pay the balance of Rs.17,253.13.0 on the monthly minimum basis and the Mills did not agree. So the dispute has been referred to us for arbitration.

3. We have considered all the facts placed before us with reference to the issues framed (copy attached).

4. On issue No.2 we are of opinion that the payment of Rs.11,075/- by the Mills on the actual consumption basis cannot be accepted as final discharge.

5. On issue No.4 we are of opinion that the Mills cannot claim any relief on the ground that the Government

collected only actual consumption charges from the Minerva Mills during the strikes in 1941 and 1942.

6. We are of opinion that each case must be considered on its merits regarding issues 1 and 3. We have gone through the previous Arbitration Proceedings regarding this strike. The Award dated 4.2.1944 shows that the contentions of the Mills were upheld almost in full. The strike resulted in heavy loss to the Mills as there was no production from 3.10.1943 to 27.1.1944. On the other hand the Government had to reserve power for the Mills as per agreement and sufferred loss on account of non-utilisation of this power by the Mills. The labourers took an unreasonable attitude throughout and were responsible for all this loss. So we think that both parties are entitled to some relief.

7. In these circumstances we are unanimously of opinion that it is equitable that the Mills ought to pay the Government a sum of Rs.7,253.13.0 only and the Government ought to waive the balance of Rs.10,000/- out of their claim.

8. So we pass this Award that the Sri Krishnarajendra Mills Limited do pay the Government of His Highness the Maharaja of Mysore Rs.7,253.13.0 (Rupees Seven thousand two hundred and fiftythree and annas thirteen only) towards full discharge of the Government claim of Rs.17,253.13.0.

9. Each party will bear his costs.

Sd/- H.Nanjundia 24.11.46
Sd/- A.C.Muniratnam 24.11.46
Sd/- S.Srinivasa Iyer 24.11.46
Sd/- V.S.Subba Rao 24.11.46

'Copy'

A.C. Muniratnam

For Arbitrators. 25/11/46

VBR.6

Issues framed by the Arbitrators in connection with the dispute between Sri Krishnarajendra Mills Limited & the Electrical Department.

---

1. Was the stoppage of work in the Mills from 3.10.43 to 27.1.44 due to causes beyond the control of the Mills? If so, are the Mills only liable to pay electric charges on actual consumption without reference to monthly minimum --- charges?

Or

Was the stoppage of work during the above period due to causes within the control of the Mills and are the Mills liable to pay the monthly minimum for the period?

2. Was the liability of the Mills for consumption of power from 3.10.43 to 27.1.44 fully discharged by payment of Rs.11,075/- on 22.3.44 as per contention of the Mills stated in paras 3 to 8 of their statement?

3. Are the Mills entitled to any relief on the ground that they did everything in their power to have the Arbitration Tribunal appointed early?

4. Are the Mills entitled to any relief on the ground the Government collected only the actual consumption charges in the case of strikes in the Minerva Mills in 1941 and 1942?

'Copy'

A. Srinivasa Rao

For Arbitrators 25/9/06

VBR.6

Appendix F. G.—1]

SUBJECT Arbitration in Connection with the dispute between Sri Krishnarajendra Mills Ltd. & the Elect. Dept

Section Ebel
File No. 255-45.
Serial No. 12

Diary No. of letter replied to 981

No. EDS 1509-11 dated 4th Dec 1946

General and Revenue Secretriat

( )

the 194 .

To

The Chief Electrical Engineer, Bangalore

Date of issue 4.12.1946

Signed by Sri. B. Krishnarajen

Sir,

With reference to correspondence ending with your letter No. 15039 dated the 25th November 1946 on the above subject, I am directed to convey approval of Govt., under the circumstances reported, to the award made by the arbitrators appointed in connection with the dispute re. payment of the minimum by Sri Sa Krishnarajendra

List of enclosures Copy of Award to Comptroller & Auditor, Elect Dept

Copied by

Examined by

6

Mills Ltd. Hypore [illegible] during the period of strike.
by Labourers of the Mills. I have etc.
x x x.

Secretary to Govt. [illegible]
Electrical Dept.

Dr
2/12

Copy (with a copy of the award) we to the Comptroller to Govt for information

Copy (with a copy of the award) to the Auditor Elect. Dept for information. By order

[illegible]
for Secretary to Govt
Electrical Dept.

Dr 2/12

[illegible]
2/12

x x x

I am, however, to state in this connection that this instance will not be taken by the Mills as a precedent to make a similar claim in future and cannot be construed as conceding the correctness of the construction put by them on the terms of the agreement. The Management of the Silk Mills Manufacturing Mills may kindly be informed accordingly.

R.R.
3/12

65

ELECTRICAL SECRETARIAT,

No. E.D.S. 1509/Secret 255-45-12
Encls.

Bangalore, 4th December 1946

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills Ltd., and the Electrical Department

---

S i r,

With reference to correspondence ending with your letter No. 15039 dated the 25th November 1946 on the above subject, I am directed to convey approval of Government under the circumstances reported, to the award made by the arbitrators appointed in connection with the dispute re. payment of the minimum by Sri Krishnarajendra Mills Ltd., Mysore during the period of strike by labourers of the Mills.

2. I am, however, to state in this connection that this instance will not be taken by the Mills as a precedent to make a similar claim in future and cannot be construed as conceding the correctness of the construction put by them

them on the terms of the agreement. The management of the Sri Krishnarajendra Mills may kindly be informed accordingly.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. R. Ramakrishna
Secretary to Government,
Electrical Department.

A.N.4th

No.EDS. 1510 Dated Bangalore, 4th December 1946
Enclo. Award

Copy of the above, (with a copy of the award) is forwarded, with compliments, to the Comptroller of Mysore, for information.

Sd. P. Krishnaraju
For Secretary to Government,
Electrical Department.

A.N.4th

No.EDS. 1511 Dated Bangalore, 4th December 1946
Encl. Award

Copy of the above, (with a copy of the award) is forwarded, to the Auditor, Electrical Department, for information.

29/11

For Secretary to Government,
Electrical Department.

Arbitration in connection with the dispute between Sri Krishnarajendra Mills Limited and the Government of Mysore Electrical Department.

A W A R D.

This dispute arises out of a claim by the Government of His Highness the Maharajaof Mysore on the Sri Krishnarajendra Mills Ltd., for a sum of Rs 17,253-13-0. There was an agreement between the Government and the Mills regarding supply of Electric energy. As per Clause 6 of the agreement a monthly minimum charge was stipulated making a provision that the monthly minimum charge shall not apply in the event of stoppage of work in any department of the Mills from causes beyond the control of the Consumer.

2. There was a strike in the Mills from 3-10-1943 to 27-1-1944. There was stoppage of work during the period and the electric power consumption by the Mills was less than the monthly minimum. In November 1943 the Electric Department made out a bill on the monthly minimum basis but the Mills represented that they had to pay only on the actual consumption basis as there was a strike. Afterwards the Department made out bills on the actual consumption basis for the period of the strike and these bills were paid by the Mills. Later on the Government demanded the Mills to pay the balance of Rs 17,253-13-0 on the monthly minimum basis and the Mills did not agree. So the dispute has been referred to us for arbitration.

3. We have considered all the facts placed before us with reference to the issues framed (copy attached).

4. On issue No.2 we are of opinion that the payment of Rs 11,075/- by the Mills on the actual consumption basis cannot be accepted, as final discharge.

5. On issue No.4 we are of opinion that the Mills cannot claim any relief on the ground that the above Government collected only actual consumption charges from the Minerva Mills during the strikes in 1941 and 1942.

6. We are of opinion that each must be considered on its merits

merits regarding issues 1 and 2. We have gone through the previous Arbitration Proceedings regarding this strike. The Award dated 4-2-1944 shows that the contentions of the Mills were upheld almost in full. The strike resulted in heavy loss to the Mills as there was no production from 3-10-1943 to 27-1-1944. On the other hand the Government had to reserve power for the Mills as per agreement and suffered loss on account of non-utilisation of this power by the Mills. The labourers took an unreasonable attitude throughout and were responsible for all this loss. So we think that both parties are entitled to some relief.

7. In these circumstances we are unanimously of opinion that it is equitable that the Mills ought to pay the Government a sum of Rs 7,253-13-0 only and the Government ought to waive the balance of Rs 10,000/- out of their claim.

8. So we pass this Award that the Sri Krishnarajendra Mills Limited do pay the Government of His Highness the Maharaja of Mysore Rs 7,253/13/0 (Rupees Seven thousand two hundred and fifty three and annas thirteen only) towards full discharge of the Government claim of Rs 17,253-13-0

9. Each party will bear his costs.

Sd. H. Nanjundiah 24-11-1946
Sd. A.C. Muniratnam, 24-11-1946
Sd. S. Srinivasa Iyer, 24-11-1946
Sd. V. S. Subba Rao, 24-11-1946

" Copy "

For Secretary to Government,
Electrical Department.

A.N.4th/4

Arbitration in connection with the dispute between Sri Krishnarajendra Mills Limited and the Government of Mysore Electrical Department.

A W A R D.

This dispute arises out of a claim by the Government of His Highness the Maharajaof Mysore on the Sri Krishnarajendra Mills Ltd., for a sum of Rs 17,253-13-0. There was an Agreement between the Government and the Mills regarding supply of Electric energy. As per Clause 6 of the agreement a monthly minimum charge was stipulated making a provision that the monthly minimum charge shall not apply in the event of stoppage of work in any department of the Mills from causes beyond the control of the Consumer.

2. There was a strike in the Mills from 3-10-1943 to 27-1-1944. There was stoppage of work during the period and the electric power consumption by the Mills was less than the monthly minimum. In November 1943 the Electric Department made out a bill on the monthly minimum basis but the Mills represented that they had to pay only on the actual consumption basis as there was a strike. Afterwards the Department made out bills on the actual consumption basis for the period of the strike and these bills were paid by the Mills. Later on the Government demanded the Mills to pay the balance of Rs 17,253-13-0 on the monthly minimum basis and the Mills did not agree. So the dispute has been referred to us for arbitration.

3. We have considered all the facts placed before us with reference to the issues framed (copy attached).

4. On issue No.2 we are of opinion that the payment of Rs 11,975/- by the Mills on the actual consumption basis cannot be accepted, as final discharge.

5. On issue No.4 we are of opinion that the Mills cannot claim any relief on the ground that the above Government collected only actual consumption charges from the Minerva Mills during the strikes in 1941 and 1942.

6. We are of opinion that each must be considered on its merits

merits regarding issues 1 and 3. We have gone through the previous Arbitration Proceedings regarding this strike. The Award dated 4-2-1944 shows that the contentions of the Mills were upheld almost in full. The strike resulted in heavy loss to the Mills as there was no production from 5-10-1943 to 27-1-1944. On the other hand the Government had to reserve power for the Mills as per agreement and suffered loss on account of non-utilisation of this power by the Mills. The labourers took an unreasonable attitude throughout and were responsible for all this loss. So we think that both parties are entitled to some relief.

7. In these circumstances we are unanimously of opinion that it is equitable that the Mills ought to pay the Government a sum of Rs 7,253-13-0 only and the Government ought to waive the balance of Rs 10,000/- out of their claim.

8. So we pass this Award that the Sri Krishnarajendra Mills Limited do pay the Government of His Highness the Maharaja of Mysore Rs 7,253/13/0 (Rupees Seven thousand two hundred and fifty three and annas thirteen only) towards full discharge of the Government claim of Rs 17,253-13-0

9. Each party will bear his costs.

Sd. H. Ramjundiah 24-11-1946
Sd. A.C. Muniratnam, 24-11-1946
Sd. S. Srinivasa Iyer, 24-11-1946
Sd. V. S. Subba Rao, 24-11-1946

" Copy "

For Secretary to Government,
Electrical Department.

A.H.4th/4

Issues framed by the Arbitrators in connection with the dispute between Sri Krishnarajendra Mills Limited and the Electrical Department.

Was the stoppage of work in the Mills from 3-10-1943 to 27-1-1944 due to causes beyond the control of the Mills? If so, are the Mills only liable to pay electric charges on actual consumption without reference to monthly minimum charges?

Or

Was the stoppage of work during the above period due to causes within the control of the Mills and are the Mills liable to pay the monthly minimum for the period?

2. Was the liability of the Mills for consumption of power from 3-10-1943 to 27-1-1944 fully discharged by payment of Rs 11,075/- on 22-3-1944 as per contention of the Mills stated in paras 3 to 8 of their statement?

3. Are the Mills entitled to any relief on the ground that they did everything in their power to have the Arbitration Tribunal appointed early?

4. Are the Mills enetitled to any relief on the ground the Government collected only the actual consumption charges in the case of strikes in the Minerva Mills in 1941 and 1942?

" Copy "

For Secretary to Government,
Electrical Department.

A.N.4th/4

72

Telegrams:—"GOMED"

MR. M. HAYATH, B.E., (MECH.), B.S.E-E.
Chief Electrical Engineer.

D. O. No. 643
one

ELECTRICAL DEPARTMENT GOVT OF MYSORE

Telephone No. {Office: 2416
Residence: 2014

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.

BANGALORE (S. INDIA) 6th Dec: 1946
7.12.

Arbitration in connection with the dispute between Sri. K.R.Mills,Ltd. and the Elecl. Dept.

Dear Mr.Ramakrishna,

I am sending in original your office letter No.EDS. 1509/Elecl.255-45-12 dated the 4th instant, for necessary modification, in the light of my conversation with you over the telephone to-day.

Yours sincerely,

6/12

R. Ramakrishna,Esq., M.Sc.EE(Wis),etc.,
Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

1084
9.12.46

MH-CSC.

Encl.one letter in original.

El. Br.

Pl. see me today. Para(2) needs to be omitted as an Arbitration Award is binding, and is provided for in the agreement.
RR.
9.12.46.

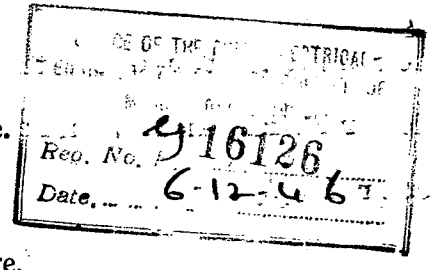
703

No. E.D.S. 1509/Secrl 255-45-12 ELECTRICAL SECRETARIAT,
Encls. ~~2~~

Bangalore, 4th December 1946

From

The Secretary to Government,
Electrical Department,
Bangalore.



To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills Ltd., and the Electrical Department.

S i r,

With reference to correspondence ending with your letter No.15039 dated the 25th November 1946 on the above subject, I am directed to convey approval of Government under the circumstances reported, to the award made by the arbitrators appointed in connection with the dispute re. payment of the minimum by Sri Krishnarajendra Mills Ltd., Mysore during the period of strike by labourers of the Mills

2. I am, however, to state in this connection that this instance will not be taken by the Mills as a precedent to make a similar claim in future and cannot be construed as conceding the correctness of the construction put by them

them on the terms of the agreement. The management of the Sri Krishnarajendra Mills may kindly be informed accordingly.

I have the honour to be,
S i r,
Your most obedient servant,

for Secretary to Government,
Electrical Department.

A.N.4th

75

D.O.1558 Immediate

9th Decr. 1946

Dear Mr.Sreenivasan,

Arbitration in connection with the dispute between Sri Krishnarajnedra Mills Ltd.,& the Electrical Department.

I would request you to kindly arrange for the return of this office letter No. EDS. 1509-11 dated 4th December 1946, as the same requires some modification.

Yours sincerely,

O/C R.R. 9.12.46

V.T.Sreenivasan,Esq.,B.A.,B.Sc.,
Comptroller to the
Government of Mysore,
BANGALORE.

76

Immediate

9th Decr. 46

O.O 1557

Dear Mr.Rajamannar Naidu,

Arbitration in connection with the dispute between Sri Krishnarajendra Mills Ltd., & the Electrical Department.

I would request you to kindly arrange for the return of this office letter No.EDS. 1509-11 dated 4th December 1946, as the same requires some modification.

Yours sincerely,

9c RR. 9/12

P.Rajamannar Naidu,Esq.,B.A.,
Auditor, Electrical Department,
BANGALORE.

V.T. Sreenivasan B.A., B.Sc.,
Comptroller.

D. O. No. 301/Spl.

OFFICE OF THE COMPTROLLER TO THE GOVERNMENT OF MYSORE,

Bangalore, dated 9th Decr 194 6
10.

Dear Mr. Ramakrishna,

Arbitration in connection with the dispute between Sri Krishnarajendra Mills Ltd., and the Electrical Department.

-

As desired in your D.O.letter No.EDS.1558 dated 9-12-1946, I have herewith returned your letter No.EDS. 1509-1510/Elec.255-45-12 dated 4-12-1946 on the above subject along with the copy of the award for necessary action.

Yours sincerely,

V Sreenivasan

R. Ramakrishna Esq., M.Sc., E.E.(Wis.)
M.A.I.E.E.,
Secretary to Government,
Electrical & Railway Departments,
Bangalore.

RR. 10/12

J.9. SN 9/12

GD 6330

ELECTRICAL SECRETARIAT, 78

No. E.D.S. 1509/Miscl 255-45-12
Encls.

Bangalore, 4th December 1946

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

9452 SPC

7 DEC 1946

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills Ltd., and the Electrical Department

---

Sir,

With reference to correspondence ending with your letter No.15039 dated the 25th November 1946 on the above subject, I am directed to convey approval of Government under the circumstances reported, to the award made by the arbitrators appointed in connection with the dispute re. payment of the minimum by Sri Krishnarajendra Mills Ltd., Mysore during the period of strike by labourers of the Mills.

2. I am, however, to state in this connection that this instance will not be taken by the Mills as a precedent to make a similar claim in future and cannot be construed as conceding the correctness of the construction put by them

them on the terms of the agreement. The management of the Sri Krishnaraja Mills may kindly be informed accordingly.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. R. Ramakrishna
Secretary to Government,
Electrical Department.

A.N.4th

No.EDS. 1510/ Dated Bangalore, 4 December 1946

Copy of the above, (with a copy of the award) is forwarded, with compliments, to the Comptroller of Mysore, for information.

For Secretary to Government,
Electrical Department.

A.N.4th

80

THE ELECTRICAL AUDIT & ACCOUNTS DEPARTMENT

Mr. P. Rajamannar Naidu, B.A.,
AUDITOR

OFFICE OF THE AUDITOR
BANGALORE (SOUTH INDIA)

9th Decr. 1946

D. O. No. 4068

Dear Mr. Ramakrishna,

As desired in your D.O. No.120/EDS.1557 dated the 9th December 1946, I am returning herewith the G.O. No.EDS.1509-11 dated 4-12-1946, the receipt of which may kindly be acknowledged.

Yours sincerely,

P. Rajamannar
9/12/46

R. Ramakrishna, Esq., M.Sc., E.E.,
M.A.I.E.E.,
Secretary to Government, Electrical
Department, BANGALORE.

R.R.
10/12

ELECTRICAL SECRETARIAT, 81

No. E.D.S. 1509/Elect 255-45-12
Encls.

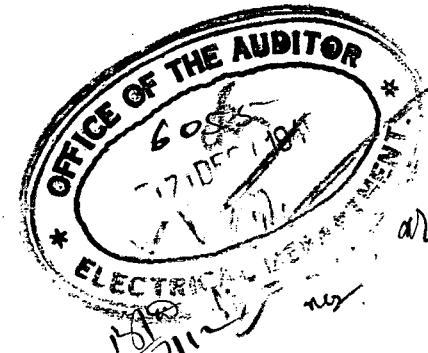
Bangalore, 4th December 1946

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.



Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills Ltd., and the Electrical Department

---

Sir,

With reference to correspondence ending with your letter No.15039 dated the 25th November 1946 on the above subject, I am directed to convey approval of Government under the circumstances reported, to the award made by the arbitrators appointed in connection with the dispute re. payment of the minimum by Sri Krishnarajendra Mills Ltd., Mysore during the period of strike by labourers of the Mills

2. I am, however, to state in this connection that this instance will not be taken by the Mills as a precedent to make a similar claim in future and cannot be construed as conceding the correctness of the construction put by them

them on the terms of the agreement. The management of the Sri Krishnarajendra Mills may kindly be informed accordingly.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. R. Ramakrishna
Secretary to Government,
Electrical Department.

A.N.4th

No.EDS. 1510/Leave 255-45-12 Dated Bangalore, 4 December 1946
Encl: Award.

Copy of the above (with a copy of the award) is forwarded, to the Auditor, Electrical Department, for information.

For Secretary to Government,
Electrical Department.

A.N.

8-3

ELECTRICAL SECRETARIAT,

No. E.D.S. 1564/Elec 255-45-2
Encls. 01

Bangalore, 10th December 1946

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer,
B a n g a l o r e.

Subject:- Arbitration in connection with the dispute between Sri Krishnarajendra Mills, Ltd., and the Electrical Department.

S i r,

With reference to correspondence ending with your letter No.15039 dated the 25th November.1946 on the above subject, I am directed to convey approval of Government under the circumstances reported, to the award made by the arbitrators appointed in connection with the dispute re. payment of the minimum by Sri Krishnarajendra Mills Ltd., Mysore during the period of strike by labourers of the Mills.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. R. Ramakrishna
Secretary to Government,
Electrical Department.

A.H.10th/5

P.T.O.

8/4

..o.E.S. 1565/Elec I 255-45-12 ated Bangalore, 10th Dec. 1946

Encl: Award with its enclosure.

Copy of the foregoing (with a copy of the award) is forwarded, with compliments, to the Comptroller of Mysore, for information.

Sd. R. Ramakrishna,
Secretary to Government,
Electrical Department.

A.N.10th/5

No.EDS.1566/Elec I 255-45-12 Dated Bangalore, 10th December 1946

Encl: Award with its enclosure.

Copy of the foregoing (with a copy of the award) is forwarded, to the Auditor, Electrical Department, for information.

O/C. RR. 10/12

Secretary to Government,
Electrical Department.

A.N.

Submitted with file as personal instructed by the Secretary.

10/12 10/12 Approved